

State: District of Columbia **Filing Company:** Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
Product Name: Financial Institution Fidelity
Project Name/Number: Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Filing at a Glance

Company: Berkshire Hathaway Specialty Insurance Company
Product Name: Financial Institution Fidelity
State: District of Columbia
TOI: 23.0 Fidelity
Sub-TOI: 23.0000 Fidelity
Filing Type: Form
Date Submitted: 09/03/2015
SERFF Tr Num: REGU-130232463
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: BHSIC-FIF-15
Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Jason Graciolett
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia **Filing Company:** Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
Product Name: Financial Institution Fidelity
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General Information

Project Name: Financial Institution Fidelity - New Program Filing Status of Filing in Domicile: Authorized
 Project Number: BHSIC-FIF-15 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 09/03/2015
 State Status Changed: Deemer Date:
 Created By: Jason Graciolett Submitted By: Jason Graciolett
 Corresponding Filing Tracking Number: REGU-130232465

Filing Description:

Berkshire Hathaway Specialty Insurance Company (BHSIC), a member of the Surety and Fidelity Association of America (SFAA), is submitting forms for its new Financial Institution Fidelity program.

This new program filing introduces the company's independent forms (bonds, riders, declarations, and applications).

Any additional forms that will be utilized with this product to ensure compliance with applicable laws and regulations are filed by SFAA on behalf of BHSIC as part of their affiliation with SFAA.

The corresponding rates/rules filing has been submitted separately, as required.

Enclosed for your review are the following:

- Independent Forms
- Supporting Documentation

We ask that this filing become effective upon approval.

Company and Contact

Filing Contact Information

Jason Graciolett, Analyst jasongraciolett@ircllc.com
 231 W 29th Street 212-571-3989 [Phone]
 Suite 707
 New York, NY 10001

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Berkshire Hathaway Specialty Insurance Company	CoCode: 22276	State of Domicile: Nebraska
3024 Harney Street	Group Code: 31	Company Type: Stock
Omaha, NE 68131	Group Name: Berkshire Hathaway	State ID Number:
(402) 916-3000 ext. [Phone]	FEIN Number: 63-0202590	

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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Financial Institution Bond Common Policy Declarations	EP-FI-14-DEC-01/2015	01/2015	DEC	New		0.000	EP-FI-14-DEC-01-2015 Form 14 BHSIC Dec Page.pdf
2		Financial Institution Bond Common Policy Declarations	EP-FI-24-DEC-01/2015	01/2015	DEC	New		0.000	EP-FI-24-DEC-01-2015 Form 24 BHSIC Dec Page.pdf
3		Financial Institution Bond Common Policy Declarations	EP-FI-25-DEC-01/2015	01/2015	DEC	New		0.000	EP-FI-25-DEC-01-2015 Form 25 BHSIC Dec Page.pdf
4		Application for a Computer Crime Policy For Financial Institutions	FI-CC-APP-052015	052015	ABE	New		0.000	Computer Crime Application.pdf
5		Application for a Financial Institution Bond Standard Form No. 14 for Broker/Dealers	FI-14-APP-052015	052015	ABE	New		0.000	Form 14 Application.pdf
6		Application for a Financial Institution Bond Standard Form No. 24 for Commercial Banks, Savings Banks and Savings and Loan Associations	FI-24-APP-052015	052015	ABE	New		0.000	Form 24 Application.pdf
7		Application for a Financial Institution Bond Standard Form No. 25 for Insurance Companies	FI-25-APP-052015	052015	ABE	New		0.000	Form 25 Application.pdf
8		Application for a Combination Safe Depository Policy For Financial Institutions	FI-SD-APP-052015	052015	ABE	New		0.000	Safe Deposit Application.pdf
9		Financial Institution Bond Form 14 for Stockbrokers and Investment Bankers	FI-14-000-052015	052015	BND	New		0.000	TSB 5062b FI Form 14 Surety Association Policy Form.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		Financial Institution Bond Form 24 for Commercial Banks, Savings Banks and Savings and Loan Associations	FI-24-000-052015	052015	BND	New		0.000	TSB 5018d FI Bond 24 Surety Association Policy Form.pdf
11		Financial Institution Bond Form 25 for Insurance Companies including Life Insurance Companies	FI-25-000-052015	052015	BND	New		0.000	TSB 5174a FI Bond 25 Surety Association Policy Form.pdf
12		ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION	FI-14-001-04/2015	04/2015	END	New		0.000	FI-14-001-042015 Add Data Breach Confidential Information Exclusion.pdf
13		ADD INSURING AGREEMENT G	FI-14-002-04/2015	04/2015	END	New		0.000	FI-14-002-042015 Add Insuring Agreement G.pdf
14		ADD OR DELETE JOINT INSUREDS	FI-14-003-042015	042015	END	New		0.000	FI-14-003-042015 Add or Delete Joint Insureds.pdf
15		AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM	FI-14-004-04/2015	04/2015	END	New		0.000	FI-14-004-042015 Aggregate Limit to Reinstate or Increase Mid Term.pdf
16		AGREEMENT (B)(1) ON PREMISES AMENDED RIDER (THEFT AND FALSE PRETENSES; ANY OFFICES OR PREMISES WHERE PROPERTY IS LODGED OR DEPOSITED)	FI-14-005-04/2015	04/2015	END	New		0.000	FI-14-005-042015 Amend B1.pdf
17		AMEND DEFINITION OF EMPLOYEE RIDER	FI-14-006-04/2015	04/2015	END	New		0.000	FI-14-006-042015 Amend Definition of Employee.pdf

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18		AMEND INSURING AGREEMENT (F) COUNTERFEIT CURRENCY	FI-14-007-042015	042015	END	New		0.000	FI-14-007-042015 Amend Insuring Agreement F Counterfeit Currency.pdf
19		AMEND KNOWLEDGE	FI-14-008-042015	042015	END	New		0.000	FI-14-008-042015 Amend knowledge.pdf
20		AMEND REPRESENTATION OF INSURED	FI-14-009-042015	042015	END	New		0.000	FI-14-009-042015 Amend Representation of Insured.pdf
21		APPLICATION RELIANCE	FI-14-010-04/2015	04/2015	END	New		0.000	FI-14-010-042015 Application Reliance.pdf
22		CANCELLATION OF EXISTING RIDER	FI-14-011-04/2015	04/2015	END	New		0.000	FI-14-011-042015 Cancel an existing endorsement.pdf
23		AMEND TERMINATION OR CANCELLATION	FI-14-012-042015	042015	END	New		0.000	FI-14-012-042015 Cancellation Notice of.pdf
24		NOTICE TO EXCHANGE RE CANCELLATION	FI-14-013-042015	042015	END	New		0.000	FI-14-013-042015 Cancellation Notice to Exchange.pdf
25		NOTICE TO SEC RE CANCELLATION	FI-14-014-042015	042015	END	New		0.000	FI-14-014-042015 Cancellation Notice to SEC.pdf
26		CASH LETTER RIDER	FI-14-015-04/2015	04/2015	END	New		0.000	FI-14-015-042015 Cash Letter Endorsement.pdf

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27		CEASE AND DESIST ORDER/REGULATORY ORDER OR MEMORANDUM OF UNDERSTANDING EXCLUSIONARY RIDER	FI-14-016-042015	042015	END	New		0.000	FI-14-016-042015 Cease and Desist Order.pdf
28		CHANGE OF NAME OR ADDRESS	FI-14-017-042015	042015	END	New		0.000	FI-14-017-042015 Change of Name or Address.pdf
29		CLAIMS EXPENSE RIDER	FI-14-018-042015	042015	END	New		0.000	FI-14-018-042015 Claims Expense endorsement.pdf
30		COMPUTER CRIME COVERAGE	FI-14-019-042015	042015	END	New		0.000	FI-14-019-042015 Computer Crime Coverage.pdf
31		CONCURRENT INSURANCE	FI-14-020-042015	042015	END	New		0.000	FI-14-020-042015 Concurrent Insurance.pdf
32		COVERED PROPERTY AMENDATORY RIDER	FI-14-021-042015	042015	END	New		0.000	FI-14-021-042015 Covered Property.pdf
33		INSURED'S ERISA PLANS	FI-14-022-042015	042015	END	New		0.000	FI-14-022-042015 ERISA.pdf
34		FINRA RIDER	FI-14-023-04/2015	04/2015	END	New		0.000	FI-14-023-042015 FINRA.pdf
35		FRAUDULENT TRANSFER INSTRUCTIONS	FI-14-024-04/2015	04/2015	END	New		0.000	FI-14-024-042015 Fraudulent Transfer Endorsement.pdf
36		GINNIE MAE	FI-14-025-042015	042015	END	New		0.000	FI-14-025-042015 Ginnie Mae.pdf

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37		INSURING AGREEMENT FIDELITY (A) RIDER ("AND" TO "OR" EXCEPT FOR LOANS AND/OR TRADING)	FI-14-026-042015	042015	END	New		0.000	FI-14-026-042015 Insuring Agreement fidelity A rider amend and to or except loans and trading.pdf
38		JOINT INSUREDS—WHEN COVERED	FI-14-027-042015	042015	END	New		0.000	FI-14-027-042015 Joint Insured When Covered.pdf
39		MERGER, CONSOLIDATION OR PURCHASE OF ASSETS RETROACTIVE DATE	FI-14-028-042015	042015	END	New		0.000	FI-14-028-042015 Merger Consolidation or Purchase of Assets Retroactive Date.pdf
40		ECONOMIC AND TRADE SANCTIONS EXCLUSION	FI-14-029-042015	042015	END	New		0.000	FI-14-029-042015 OFAC.pdf
41		OMNIBUS NAMED INSURED	FI-14-030-042015	042015	END	New		0.000	FI-14-030-042015 Omnibus Insured.pdf
42		PRIOR DISHONESTY	FI-14-031-042015	042015	END	New		0.000	FI-14-031-042015 Prior Dishonesty - Corrected 7-10-15.pdf
43		RETROACTIVE DATE	FI-14-032-042015	042015	END	New		0.000	FI-14-032-042015 Retroactive Date.pdf
44		AMENDED RICO EXCLUSION	FI-14-033-042015	042015	END	New		0.000	FI-14-033-042015 RICO Exclusion Amended.pdf

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45		SPECIFIC OPERATIONS OR SERVICES EXCLUSION (TITLE INSURANCE, ESCROW AGENT, 1031 EXCHANGE, ARMORED CAR, PAY DAY LENDER OR CASH TRANSFER OPERATIONS)	FI-14-034-042015	042015	END	New		0.000	FI-14-034-042015 Specific Operations Exclusion.pdf
46		SPECIFIED JOINT INSURED RETROACTIVE DATE	FI-14-035-042015	042015	END	New		0.000	FI-14-035-042015 Specified Joint Insured Retroactive Date.pdf
47		TELEFACSIMILE TRANSFER FRAUD RIDER	FI-14-036-04/2015	04/2015	END	New		0.000	FI-14-036-042015 Telefacsimile Transfer Fraud.pdf
48		TERMINATION OR CANCELLATION SECTION AMENDED RIDER (CHANGE 60 DAYS TO 90 DAYS)	FI-14-037-042015	042015	END	New		0.000	FI-14-037-042015 Termination and Cancellation 60 to 90 days.pdf
49		UNCERTIFICATED SECURITIES RIDER	FI-14-038-04/2015	04/2015	END	New		0.000	FI-14-038-042015 Uncertificated Securities.pdf
50		UNCOLLECTIBLE ITEMS OF DEPOSIT	FI-14-039-042015	042015	END	New		0.000	FI-14-039-042015 Uncollectible Items of Deposit.pdf
51		COMPUTER CRIME COVERAGE	FI-14-040-052015	052015	END	New		0.000	FI-14-040-052015 Computer Crime Coverage.pdf

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52		ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION	FI-24-001-042015	042015	END	New		0.000	FI-24-001-042015 Add Data Breach Confidential Information Exclusion.pdf
53		ADD OR DELETE JOINT INSUREDS	FI-24-002-042015	042015	END	New		0.000	FI-24-002-042015 Add or Delete Joint Insureds.pdf
54		AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM	FI-24-003-042015	042015	END	New		0.000	FI-24-003-042015 Aggregate Limit to Reinstate or Increase Mid Term.pdf
55		AMEND DECLARATIONS PAGE—DISCOVERY FORM	FI-24-004-042015	042015	END	New		0.000	FI-24-004-042015 Amend Declarations Page Discovery Form.pdf
56		AMEND DECLARATIONS PAGE—LOSS SUSTAINED FORM	FI-24-005-042015	042015	END	New		0.000	FI-24-005-042015 Amend Declarations Page Loss Sustained Form.pdf
57		AMEND DEFINITION OF EMPLOYEE, DIRECTOR OR TRUSTEE, RIDER	FI-24-006-042015	042015	END	New		0.000	FI-24-006-042015 Amend Definition of Employee Director or Trustee language.pdf
58		ISSUERS OF REGISTERED CHECKS OR PERSONAL MONEY ORDERS	FI-24-007-042015	042015	END	New		0.000	FI-24-007-042015 Amend Exclusion I.pdf

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59		AMEND INSURING AGREEMENT (F) COUNTERFEIT CURRENCY	FI-24-008-042015	042015	END	New		0.000	FI-24-008-042015 Amend Insuring Agreement F Counterfeit Currency.pdf
60		AMEND REPRESENTATION OF INSURED	FI-24-009-042015	042015	END	New		0.000	FI-24-009-042015 Amend Representation of Insured.pdf
61		AMEND SECTION 5	FI-24-010-042015	042015	END	New		0.000	FI-24-010-042015 Amend Section 5.pdf
62		RATE OF EXCHANGE	FI-24-011-042015	042015	END	New		0.000	FI-24-011-042015 Rate Of Exchange.pdf
63		AUDIT EXPENSE COVERAGE ADDED	FI-24-012-042015	042015	END	New		0.000	FI-24-012-042015 Audit Expenses Added.pdf
64		CANCELLATION OF EXISTING RIDER	FI-24-013-042015	042015	END	New		0.000	FI-24-013-042015 Cancel an existing endorsement.pdf
65		AMEND TERMINATION OR CANCELLATION SMALL BUSINESS ADMINISTRATION	FI-24-014-042015	042015	END	New		0.000	FI-24-014-042015 Cancellation Notice of Small Business Administration.pdf
66		CHANGE OF NAME OR ADDRESS	FI-24-015-042015	042015	END	New		0.000	FI-24-015-042015 Change of Name or Address.pdf
67		COINSURANCE RIDER	FI-24-016-042015	042015	END	New		0.000	FI-24-016-042015 Coinsurance Endorsement.pdf

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68		COMBINATION SAFE DEPOSITORY COVERAGE	FI-24-017-042015	042015	END	New		0.000	FI-24-017-042015 Combination safe depository coverage.pdf
69		COMPUTER CRIME COVERAGE	FI-24-018-04/2015	04/2015	END	New		0.000	FI-24-018-042015 Computer Crime Coverage.pdf
70		COMPUTER SYSTEMS FRAUD INSURING AGREEMENT	FI-24-019-04/2015	04/2015	END	New		0.000	FI-24-019-042015 Computer Systems Fraud.pdf
71		CONCURRENT INSURANCE	FI-24-020-042015	042015	END	New		0.000	FI-24-020-042015 Concurrent Insurance.pdf
72		CO-SURETY	FI-24-021-04/2015	04/2015	END	New		0.000	FI-24-021-042015 Co-Surety.pdf
73		DATA PROCESSORS RIDER	FI-24-022-042015	042015	END	New		0.000	FI-24-022-042015 Data Processor Endorsement - Corrected 7-10-15.pdf
74		EMPLOYEE INCLUDING SCHEDULED AGENTS	FI-24-023-042015	042015	END	New		0.000	FI-24-023-042015 Definition of Employee Including Scheduled Agents.pdf
75		DEFINITION OF EMPLOYEE TO INCLUDE ATTORNEYS RETAINED BY INSURED WITH SCHEDULED EXCEPTIONS	FI-24-024-042015	042015	END	New		0.000	FI-24-024-042015 Definition of Employee to Include Attorneys with Scheduled Exceptions.pdf

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76		DELETE INSURNG AGREEMENT D(2) RIDER	FI-24-025-04/2015	04/2015	END	New		0.000	FI-24-025-042015 Delete Insuring Agreement D2.pdf
77		DELETE LOAN PARTICIPATION COVERAGE	FI-24-026-04/2015	04/2015	END	New		0.000	FI-24-026-042015 Delete Loan Participation Coverage.pdf
78		FRAUDULENT TRANSFER INSTRUCTIONS	FI-24-027-042015	042015	END	New		0.000	FI-24-027-042015 Fraudulent Transfer Endorsement.pdf
79		ELIMINATE BRANCH OFFICES	FI-24-028-042015	042015	END	New		0.000	FI-24-028-042015 Eliminate Branch Offices.pdf
80		EMPLOYEE EXCLUDED POSITIONS	FI-24-029-042015	042015	END	New		0.000	FI-24-029-042015 Employee Excluded Positions.pdf
81		EMPLOYEE NOT INCLUDING CLOSING ATTORNEY OR CONVEYANCER	FI-24-030-042015	042015	END	New		0.000	FI-24-030-042015 Employee not including closing attorney or conveyancer.pdf
82		FREDDIE MAC OR FANNIE MAE	FI-24-031-042015	042015	END	New		0.000	FI-24-031-042015 Freddie Mac or Fannie Mae.pdf
83		GINNIE MAE	FI-24-032-042015	042015	END	New		0.000	FI-24-032-042015 Ginnie Mae.pdf

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84		ISSUERS OF REGISTERED CHECKS OR PERSONAL MONEY ORDERS	FI-24-033-042015	042015	END	New		0.000	FI-24-033-042015 Issuers of Registered Checks or Personal Money Orders.pdf
85		JOINT INSUREDS—WHEN COVERED	FI-24-034-042015	042015	END	New		0.000	FI-24-034-042015 Joint Insured When Covered.pdf
86		JOINT INSURED VARYING DEDUCTIBLE AMOUNTS	FI-24-035-042015	042015	END	New		0.000	FI-24-035-042015 Joint Insureds varying deductible amounts.pdf
87		LOSS SUSTAINED	FI-24-036-042015	042015	END	New		0.000	FI-24-036-042015 Loss Sustained.pdf
88		NON-CUMULATIVE	FI-24-037-042015	042015	END	New		0.000	FI-24-037-042015 Noncumulative.pdf
89		OMNIBUS NAMED INSURED	FI-24-038-042015	042015	END	New		0.000	FI-24-038-042015 Omnibus Insured.pdf
90		RETROACTIVE DATE	FI-24-039-042015	042015	END	New		0.000	FI-24-039-042015 Retroactive Date.pdf
91		SCHEDULED DEPOSITORIES	FI-24-040-042015	042015	END	New		0.000	FI-24-040-042015 Scheduled Depository.pdf
92		SERVICING CONTRACTORS EXCLUDED	FI-24-041-042015	042015	END	New		0.000	FI-24-041-042015 Servicing Contractors Excluded.pdf

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93		SPECIFIED INSTITUTION RETROACTIVE DATE	FI-24-042-042015	042015	END	New		0.000	FI-24-042-042015 Specified Institution Retroactive Date.pdf
94		SPECIFIED JOINT INSURED RETROACTIVE DATE	FI-24-043-042015	042015	END	New		0.000	FI-24-043-042015 Specified Joint Insured Retroactive Date.pdf
95		TRADING LOSS RIDER	FI-24-044-042015	042015	END	New		0.000	FI-24-044-042015 Trading Loss Endorsement.pdf
96		COMPUTER CRIME COVERAGE	FI-24-045-052015	052015	END	New		0.000	FI-24-045-052015 Computer Crime Coverage.pdf
97		ADD AGENTS FIDELITY INSURING AGREEMENT	FI-25-001-04/2015	04/2015	END	New		0.000	FI-25-001-042015 Add Agents Insuring Agreement.pdf
98		ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION	FI-25-002-042015	042015	END	New		0.000	FI-25-002-042015 Add Data Breach Confidential Information Exclusion.pdf
99		ADD OR DELETE JOINT INSUREDS	FI-25-003-042015	042015	END	New		0.000	FI-25-003-042015 Add or Delete Joint Insureds.pdf
100		AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM	FI-25-004-042015	042015	END	New		0.000	FI-25-004-042015 Aggregate Limit to Reinstate or Increase Mid Term.pdf

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101		AGREEMENT (B)(1) ON PREMISES AMENDED RIDER (THEFT AND FALSE PRETENSES; ANY OFFICES OR PREMISES WHERE PROPERTY IS LODGED OR DEPOSITED)	FI-25-005-042015	042015	END	New		0.000	FI-25-005-042015 Amend B1.pdf
102		AMEND DECLARATIONS PAGE—DISCOVERY FORM	FI-25-006-042015	042015	END	New		0.000	FI-25-006-042015 Amend Declarations Page Discovery Form.pdf
103		AMEND DECLARATIONS PAGE—LOSS SUSTAINED FORM	FI-25-007-042015	042015	END	New		0.000	FI-25-007-042015 Amend Declarations Page Loss Sustained Form.pdf
104		AMEND DEDUCTIBLE--DISCOVERY	FI-25-008-042015	042015	END	New		0.000	FI-25-008-042015 Amend Deductible Discovery Form.pdf
105		AMEND DEDUCTIBLE—LOSS SUSTAINED	FI-25-009-042015	042015	END	New		0.000	FI-25-009-042015 Amend Deductible Loss Sustained.pdf
106		AMEND DEFINITION OF EMPLOYEE RIDER	FI-25-010-042015	042015	END	New		0.000	FI-25-010-042015 Amend Definition of Employee.pdf
107		AMEND KNOWLEDGE	FI-25-011-042015	042015	END	New		0.000	FI-25-011-042015 Amend knowledge.pdf
108		AMEND REPRESENTATION OF INSURED	FI-25-012-042015	042015	END	New		0.000	FI-25-012-042015 Amend Representation of Insured.pdf

SERFF Tracking #:

REGU-130232463

State Tracking #:

Company Tracking #:

BHSIC-FIF-15

State: District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Financial Institution Fidelity

Project Name/Number: Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
109		AMEND SECTION 5	FI-25-013-042015	042015	END	New		0.000	FI-25-013-042015 Amend Section 5.pdf
110		APPLICATION RELIANCE	FI-25-014-042015	042015	END	New		0.000	FI-25-014-042015 Application Reliance.pdf
111		CANCELLATION OF EXISTING RIDER	FI-25-015-042015	042015	END	New		0.000	FI-25-015-042015 Cancel an existing endorsement.pdf
112		AMEND TERMINATION OR CANCELLATION	FI-25-016-042015	042015	END	New		0.000	FI-25-016-042015 Cancellation Notice of.pdf
113		CASH LETTER RIDER	FI-25-017-042015	042015	END	New		0.000	FI-25-017-042015 Cash Letter Endorsement.pdf
114		CEASE AND DESIST ORDER/REGULATORY ORDER OR MEMORANDUM OF UNDERSTANDING EXCLUSIONARY RIDER	FI-25-018-042015	042015	END	New		0.000	FI-25-018-042015 Cease and Desist Order.pdf
115		CENTRAL HANDLING OF SECURITIES	FI-25-019-042015	042015	END	New		0.000	FI-25-019-042015 Central Handling of Securities.pdf
116		CHANGE OF NAME OR ADDRESS	FI-25-020-042015	042015	END	New		0.000	FI-25-020-042015 Change of Name or Address.pdf
117		COINSURANCE RIDER	FI-25-021-042015	042015	END	New		0.000	FI-25-021-042015 Coinsurance Endorsement.pdf

State: District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Financial Institution Fidelity

Project Name/Number: Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
118		COMPUTER SYSTEMS FRAUD INSURING AGREEMENT	FI-25-022-042015	042015	END	New		0.000	FI-25-022-042015 Computer Systems Fraud.pdf
119		CONCURRENT INSURANCE	FI-25-023-042015	042015	END	New		0.000	FI-25-023-042015 Concurrent Insurance.pdf
120		CO-SURETY	FI-25-024-042015	042015	END	New		0.000	FI-25-024-042015 Co-Surety.pdf
121		DRAFT SIGNERS RIDER	FI-25-025-042015	042015	END	New		0.000	FI-25-025-042015 Draft SignersEndorsement.pdf
122		INSURED'S ERISA PLANS	FI-25-026-042015	042015	END	New		0.000	FI-25-026-042015 ERISA.pdf
123		ELIMINATE BRANCH OFFICES	FI-25-027-042015	042015	END	New		0.000	FI-25-027-042015 Eliminate Branch Offices.pdf
124		EXCLUSION OF INDUSTRIAL AGENTS RIDER	FI-25-028-042015	042015	END	New		0.000	FI-25-028-042015 Exclusion of Industrial Agents.pdf
125		FRAUDULENT TRANSFER INSTRUCTIONS	FI-25-029-042015	042015	END	New		0.000	FI-25-029-042015 Fraudulent Transfer Endorsement.pdf
126		GINNIE MAE	FI-25-030-042015	042015	END	New		0.000	FI-25-030-042015 Ginnie Mae.pdf

State: District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Financial Institution Fidelity

Project Name/Number: Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
127		INSURING AGREEMENT FIDELITY (A) RIDER ("AND" TO "OR" EXCEPT FOR LOANS AND/OR TRADING)	FI-25-031-04/2015	04/2015	END	New		0.000	FI-25-031-042015 Insuring Agreement A amend and to or except loans and trading.pdf
128		JOINT INSUREDS—WHEN COVERED	FI-25-032-042015	042015	END	New		0.000	FI-25-032-042015 Joint Insured When Covered.pdf
129		JOINT INSURED VARYING DEDUCTIBLE AMOUNTS	FI-25-033-042015	042015	END	New		0.000	FI-25-033-042015 Joint Insureds varying deductible amounts.pdf
130		MERGER, CONSOLIDATION OR PURCHASE OF ASSETS RETROACTIVE DATE	FI-25-034-042015	042015	END	New		0.000	FI-25-034-042015 Merger Consolidation or Purchase of Assets Retroactive Date.pdf
131		ECONOMIC AND TRADE SANCTIONS EXCLUSION	FI-25-035-04/2015	04/2015	END	New		0.000	FI-25-035-042015 ECONOMIC AND TRADE SANCTIONS EXCLUSION.pdf
132		OMNIBUS NAMED INSURED	FI-25-036-042015	042015	END	New		0.000	FI-25-036-042015 Omnibus Insured.pdf
133		PRIOR DISHONESTY	FI-25-037-04/2015	04/2015	END	New		0.000	FI-25-037-042015 Prior Dishonesty - Corrected 7-10-15.pdf
134		RETROACTIVE DATE	FI-25-038-042015	042015	END	New		0.000	FI-25-038-042015 Retroactive Date.pdf

State: District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Financial Institution Fidelity

Project Name/Number: Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
135		SPECIFIC OPERATIONS OR SERVICES EXCLUSION (TITLE INSURANCE, ESCROW AGENT, 1031 EXCHANGE, ARMORED CAR, PAY DAY LENDER OR CASH TRANSFER OPERATIONS)	FI-25-039-042015	042015	END	New		0.000	FI-25-039-042015 Specific Operations Exclusion.pdf
136		SPECIFIED JOINT INSURED RETROACTIVE DATE	FI-25-040-042015	042015	END	New		0.000	FI-25-040-042015 Specified Joint Insured Retroactive Date.pdf
137		TELEFACSIMILE TRANSFER FRAUD RIDER	FI-25-041-042015	042015	END	New		0.000	FI-25-041-042015 Telefacsimile Transfer Fraud.pdf
138		TERMINATION OR CANCELLATION SECTION AMENDED RIDER (CHANGE 60 DAYS TO 90 DAYS)	FI-25-042-042015	042015	END	New		0.000	FI-25-042-042015 Termination and Cancellation 60 to 90 days.pdf
139		TRADING LOSS RIDER	FI-25-043-042015	042015	END	New		0.000	FI-25-043-042015 Trading Loss Endorsement.pdf
140		UNCERTIFICATED SECURITIES RIDER	FI-25-044-042015	042015	END	New		0.000	FI-25-044-042015 Uncertificated Securities.pdf
141		COMPUTER CRIME COVERAGE	FI-25-045-05/2015	05/2015	END	New		0.000	FI-25-045-052015 Computer Crime Coverage (FORM 25) (XS CYBER AND UNDERWRITER CONSENT).pdf

SERFF Tracking #:

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State:

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TOI/Sub-TOI:

23.0 Fidelity/23.0000 Fidelity

Product Name:

Financial Institution Fidelity

Project Name/Number:

Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



Berkshire Hathaway Specialty Insurance Company

(a Stock Insurance Company)

(Herein called Underwriter)

3024 Harney Street

Omaha NE 68131

Financial Institution Bond

Standard Form No. 14, Revised to October, 1987

Common Policy Declarations

Bond No.: 00-XXX-000000-00

**Item 1. Name of Insured
(herein called Insured):**

Principal Address: [Street]
[City, State, Zip]

Item 2. Bond Period: From: XXXXXXXX 00, 0000 to XXXXXXXX 00, 0000

Both days at 12:01 a.m. local standard time at Principal Address listed in Item 1, above.

**Item 3. The Aggregate Limit of Liability of the Underwriter during the Bond Period shall be
\$00,000,000**

Item 4. Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$00,000,000
and the Single Loss Deductible is \$00,000,000

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above.

Amount applicable to:	Single Loss <u>Limit of Liability</u>	Single Loss <u>Deductible</u>
Insuring Agreement (D) – FORGERY OR ALTERATION	\$00,000,000	\$00,000,000
Insuring Agreement (E) – SECURITIES	\$00,000,000	\$00,000,000
Coverage on Partners	\$00,000,000	\$00,000,000
Optional Insuring Agreements and Coverages:		
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000



xxxxxx

\$00,000,000

\$00,000,000

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, or if no amount is inserted, such Insuring Agreement or Coverage and any other reference thereto in this bond shall be deemed to be deleted therefrom.

Item 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto:
See attached schedule.

Item 6. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) 00-XXX-000000-00 such termination or cancelation to be effective as of the time this bond becomes effective.

Item 7. Premium: \$00,000,000

In the event of a claim, please
notify the following:

By 24-hour toll free number: 855-453-9675

By Email: claimsnotice@bhspecialty.com

By Fax: 617-507-8259

By Mail: Log on to www.bhspecialty.com/claims-reporting.html
for mailing address

Signatures:

Ralph Tortorella, Secretary

Peter Eastwood, President

XX/XX/XXXX

Dated



Berkshire Hathaway Specialty Insurance Company

(a Stock Insurance Company)

(Herein called Underwriter)

3024 Harney Street

Omaha NE 68131

Financial Institution Bond

Standard Form No. 24, Revised to January, 1986

Common Policy Declarations

Bond No.: 00-XXX-000000-00

Item 1. Name of Insured (herein called Insured):

Principal Address: [Street]
[City, State, Zip]

Item 2. Bond Period: From: XXXXXXXX 00, 0000 to XXXXXXXX 00, 0000

Both days at 12:01 a.m. local standard time at Principal Address listed in Item 1, above.

Item 3. The Aggregate Limit of Liability of the Underwriter during the Bond Period shall be \$00,000,000

Item 4. Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$00,000,000
and the Single Loss Deductible is \$00,000,000

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above.

Amount applicable to:	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
Insuring Agreement (D) – FORGERY OR ALTERATION	\$00,000,000	\$00,000,000
Insuring Agreement (E) – SECURITIES	\$00,000,000	\$00,000,000
Optional Insuring Agreements and Coverages:		
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000



If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, or if no amount is inserted, such Insuring Agreement or Coverage and any other reference thereto in this bond shall be deemed to be deleted therefrom.

Item 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto:
See attached schedule.

Item 6. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) 00-XXX-000000-00 such termination or cancelation to be effective as of the time this bond becomes effective.

Item 7. Premium: \$00,000,000

In the event of a claim, please notify the following:

By 24-hour toll free number: 855-453-9675

By Email: claimsnotice@bhspecialty.com

By Fax: 617-507-8259

By Mail: Log on to www.bhspecialty.com/claims-reporting.html
for mailing address

Signatures:

Ralph Tortorella, Secretary

Peter Eastwood, President

XX/XX/XXXX

Dated



Berkshire Hathaway Specialty Insurance Company

(a Stock Insurance Company)

(Herein called Underwriter)

3024 Harney Street

Omaha NE 68131

Financial Institution Bond

Standard Form No. 25, Revised to October, 1987

Common Policy Declarations

Bond No.: 00-XXX-000000-00

Item 1. Name of Insured (herein called Insured):

Principal Address: [Street]
[City, State, Zip]

Item 2. Bond Period: From: XXXXXXXX 00, 0000 to XXXXXXXX 00, 0000

Both days at 12:01 a.m. local standard time at Principal Address listed in Item 1, above.

Item 3. The Aggregate Limit of Liability of the Underwriter during the Bond Period shall be \$00,000,000

Item 4. Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$00,000,000
and the Single Loss Deductible is \$00,000,000

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above.

Amount applicable to:	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
Insuring Agreement (D) – FORGERY OR ALTERATION	\$00,000,000	\$00,000,000
Insuring Agreement (E) – SECURITIES	\$00,000,000	\$00,000,000
Optional Insuring Agreements and Coverages:		
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000



xxxxxx

\$00,000,000

\$00,000,000

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, or if no amount is inserted, such Insuring Agreement or Coverage and any other reference thereto in this bond shall be deemed to be deleted therefrom.

Item 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto:
See attached schedule.

Item 6. Insured's Offices Covered-All offices in the United States of America and Canada and any other offices listed below:

Item 7. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) 00-XXX-000000-00 such termination or cancelation to be effective as of the time this bond becomes effective.

Item 8. Premium: \$00,000,000

In the event of a claim, please notify the following:

By 24-hour toll free number: 855-453-9675

By Email: claimsnotice@bhspecialty.com

By Fax: 617-507-8259

By Mail: Log on to www.bhspecialty.com/claims-reporting.html for mailing address

Signatures:

Ralph Tortorella, Secretary

Peter Eastwood, President

XX/XX/XXXX

Dated

Application for a Computer Crime Policy

For Financial Institutions

Application is hereby made by
Including Employee Benefit Plans

Principal Address:

(herein called insured)

for a **Computer Crime Policy for Financial Institutions**, to become effective as of 12:01 a.m. on
to 12:01 a.m. on in the Aggregate Limit of Liability of \$

Date Insured was established:
Name of prior carrier:

1. Insured is:

- Commercial Bank
 Savings Bank
 Savings and Loan Association
 Credit Union
 Stockbroker
 Investment Banker
 Finance Company
 Insurance Company
 Other:

2. For all insureds, show the total number of:

- a) Salaried officers and employees, retained attorneys and persons provided by employment contractors
- b) Banking locations (other than the Home Office of the first Named Insured) in the U.S., Canada, Puerto Rico and Virgin Islands
- c) Limited banking facilities in the U.S., Canada, Puerto Rico and Virgin Islands

	<u>Single Loss Limit</u>	<u>Single Loss Deductible</u>
3. Computer Systems Fraud Coverage:	\$	\$

- a) Insured's Computer System(s)
For the Computer System(s) you operate, whether owned or leased, complete the following:
 - 1) Number of independent software contractors authorized to design, implement or service programs for your System(s):
 - 2) Is access to your System(s) by customers, agents, brokers or other outside parties, other than by Automated Teller Machine, permitted (e.g. by computer, terminal or touchtone telephone key pad, etc.)? Yes No
 - 3) Number of Automated Teller Machines:
- b) Other Computer Systems

- 1) Check if coverage is desired for:
Automated Clearing Houses using Federal Reserve Computer facilities Fed Wire
 CHIPS SWIFT
- 2) List below other Computer System(s) for which coverage is desired: (For Automated Teller Machine Systems, complete item c) below.)

<i>Computer System(s)</i>

- 3) List below shared or other participatory Automated Teller Machine Systems for which coverage is desired:

<i>ATM System(s)</i>

4. Complete the following for optional coverages desired:

<u>Form of Coverage</u>	<u>Single Loss Limit</u>	<u>Single Loss Limit</u>
a) Is Data Processing Service Operations Coverage desired?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$
b) Is Voice Initiated Transfer Fraud Coverage desired? If "Yes," what is the dollar amount of the call-back threshold to the originator of an instruction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$
c) Is Telefacsimile Transfer Fraud Coverage desired? If "Yes," what is the dollar amount of the call-back threshold to the originator of an instruction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$
d) Is Destruction of Data or Programs By Hacker Coverage desired? If "Yes," is coverage desired for restoration of damaged or destroyed computer programs in the event such programs cannot be duplicated from other computer programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$
e) Is Destruction of Data or Programs By Virus Coverage desired? If "Yes," is coverage desired for restoration of damaged or destroyed computer programs in the event such programs cannot be duplicated from other computer programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$
f) Is Voice Computer Systems Coverage desired?	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ \$

5. **Has any insurance similar to the kinds provided under this policy, been declined or canceled during the past three years?** Yes No

If "Yes", explain:

6. **List all losses sustained in the past three years for any insurance similar to the kinds provided under this policy, whether reimbursed or not.**

Check if none

Application for a Financial Institution Bond

Standard Form No. 14 for Broker/Dealers

Application is hereby made by
Including Employee Benefit Plans

Principal Address:

(herein called insured)

for a **Financial Institution Bond, Standard Form No. 14**, to become effective as of 12:01 a.m. on
to 12:01 a.m. on in the Aggregate Limit of Liability of \$

Date Insured was established:

Name of prior carrier:

1. Insured is:

- Stock Broker
 Investment Banker
 Dealer in Securities (not Dealer in Mortgages or Commercial Paper)
 Investment Trust (not Small Business Investment Company or Real Estate Investment Trust)
 Mutual Fund
 Foundation
 Endowment Fund
 Commodity Broker (if Stock Exchange Member)
 Other:

2. Insured is:

- Sole Proprietorship
 Partnership
 Corporation

3. List exchanges which you are a member of:

Name	Name

- 4. Are you a member of the Financial Regulatory Authority?** Yes No

5. For all insureds, show the total number of:

- a) Salaried officers and employees, retained attorneys and persons provided by employment contractors
- b) FINRA Registered Representatives (other than those counted in (a) above)

c) Locations (other than the Home Office of the first Named Insured) in the U.S., Canada, Puerto Rico and Virgin Islands

d) Locations outside the U.S., Canada, Puerto Rico and Virgin Islands, list below:

<i>Location</i>	<i>Location</i>

6. Complete the following:

	<u>Total Assets</u>
a) As of latest Dec. 31	\$
b) As of latest June 30	\$

7. Complete the following for optional coverages desired:

<u>Form of Coverage</u>	<u>Single Loss Limit</u>
a) Is Insuring Agreement (D) – Forgery or Alteration Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
b) Is Insuring Agreement (E) – Securities Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$

<u>Form of Coverage</u>	<u>Single Loss Limit</u>
c) Is Computer Systems Fraud Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$

If "Yes", complete the following:

1) Insured's Computer System(s)

For the Computer System(s) you operate, whether owned or leased, complete the following:

a) Number of independent software contractors authorized to design, implement or service programs for your System(s):

b) Is access to your System(s) by customers or other outside parties permitted? Yes No

2) Other Computer System(s)

List below other Computer System(s) for which coverage is desired:

<i>Computer Systems</i>	<i>Computer Systems</i>

d) Is coverage desired on businesses engaged in the data processing of your checks or other accounting records?

If "Yes" list below the name and location of each data processor:

<i>Location</i>	<i>Location</i>

e) If you are a partnership, is coverage desired on your partners? Yes No Single Loss Limit
\$
If "Yes", list below the name of each partner:

<i>Name</i>	<i>Name</i>

8. Are you a direct participant in a depository for the central handling of securities? Yes No
If "Yes", list below the name and location of each depository

<i>Name & Location</i>	<i>Name & Location</i>

9. For deductibles, complete the following:

(NOTE: Deductibles on Insuring Agreements (D) and (E) must be at least equal to that carried on the Basic Bond Coverage. Deductibles on Extortion Coverage may be written in any amount.)

Coverage Single Loss Deductible

- | | |
|---|----|
| a) All coverages except Insuring Agreements (D) and (E) | \$ |
| b) Insuring Agreement (D) — Forgery for Alteration | \$ |
| c) Insuring Agreement (E) — Securities | \$ |

10. If coverage is being written on an excess, concurrent or co-surety basis, show the names of the other carriers and bond limits. In the case of co-surety also show percentage participations:

11. If coverage is being written on a coinsurance basis, show your percentage participation %.
(NOT: Insured may assume a participation of between 5% and 25%.)

12. Are accounts insured by the Securities Investors Protection Corporation? Yes No

13. AUDIT PROCEDURES:

- a) Is there an annual , semi-annual audit by an independent CPA? Yes No
 - a. If "Yes", is it a complete audit made in accordance with generally accepted auditing standards and so certified? Yes No
- b) If the answer to (b) is "No", explain the scope of the CPA's examination:
 - a. Is the audit report rendered directly to all partners if a partnership or to the Board of Directors if a corporation? Yes No
- c) Name and location of CPA: CPA Name, Location
- d) Date of completion of the last audit by CPA: Date of Last Audit
- e) Is there a continuous internal audit by an Internal Audit Department? Yes No
- f) If "Yes", are monthly reports rendered directly to all partners if a partnership or to the Board of Directors if a corporation? Yes No
- g) Are money and securities actually counted and verified? Yes No
- h) Are the ledger balances to the credit of customers verified? Yes No

14. INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES):

- a) Do you require annual vacations of at least two consecutive weeks for all personnel? Yes No
If "No", explain:
- b) Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes No
If "No", explain:
- c) Is countersignature of checks required? Yes No
If "No", explain:
- d) Are monthly statements (whether or not there was activity in the account) mailed directly to all customers? Yes No
If "No", explain:

15. Has there been any change in ownership or management within the past three years? Yes No

If "Yes", explain:

16. Has any insurance been declined or canceled during the past three years? Yes No

If "Yes", explain:

17. List all losses sustained during the past three years, whether reimbursed or not.

Check if none

<i>Date of Loss</i>	<i>Type of Loss</i>	<i>Amount of Loss</i>	<i>Amount Recovered from Insurance</i>	<i>Amount Recovered from other than Insurance</i>	<i>Amount of Loss Pending</i>	<i>If Loss occurred at other than Main Office, state location</i>
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	

		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	

FLORIDA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

LOUISIANA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY SUBJECT TO FINE S AND CONFINEMENT IN PRISON.

MARYLAND INSUREDS ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NEW JERSEY INSUREDS ONLY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NEW YORK INSUREDS ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

PENNSYLVANIA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

OKLAHOMA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OREGON INSUREDS ONLY: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

DISTRICT OF COLUMBIA INSUREDS ONLY: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.



Application for a Financial Institution Bond

Standard Form No. 24 for Commercial Banks, Savings Banks and Savings and Loan Associations

Application is hereby made by
Including Employee Benefit Plans

Principal Address:

(herein called insured)

for a **Financial Institution Bond, Standard Form No. 24**, to become effective as of 12:01 a.m. on
to 12:01 a.m. on in the Aggregate Limit of Liability of \$

Date Insured was established:

Name of prior carrier:

1. Insured is:

Commercial Bank Savings Bank Savings and Loan Association Other:

2. For all insureds, show the total number of:

- a) Salaried officers and employees, retained attorneys and persons provided by employment contractors
- b) Banking locations (other than the Home Office of the first Named Insured) in the U.S., Canada, Puerto Rico and Virgin Islands
- c) Limited banking facilities in the U.S., Canada, Puerto Rico and Virgin Islands
- d) No-banking locations limited banking facilities and non-banking locations outside of the U.S., Canada, Puerto Rico and Virgin Islands, list below:

Location	Location

3. Complete the following:

	<u>Commercial Banks Only</u>		
	<u>Total Assets</u>	<u>Total Deposits</u>	<u>Total Loans & Discounts</u>
a) As of latest Dec. 31	\$	\$	\$
b) As of latest June 30	\$	\$	\$

4. Complete the following for optional coverages desired:

<u>Form of Coverage</u>	<u>Single Loss Limit</u>
a) Is Insuring Agreement (D) – Forgery or Alteration Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", are checking accounts permitted? (Savings Banks and Savings and Loan Associations only) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
b) Is Insuring Agreement (E) – Securities Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", is Loan Participation Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
c) Is Trading Loss Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$

<u>Form of Coverage</u>	<u>Single Loss Limit</u>
d) Is Fraudulent Real Property Mortgages Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
e) Is Audit Expense Coverage desired? (Savings and Loan Associations only) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
f) Is Unattended Automated Teller Machine Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete the following:	\$

- 1) Number of locations to be covered:
- 2) List below other Computer System(s) for which coverage is desired:

<i>Location</i>	<i>Location</i>

<u>Form of Coverage</u>	<u>Single Loss Limit</u>
g) Is Computer Systems Fraud Coverage desired? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" list below the name and location of each data processor:	\$
1) Insured's Computer System(s) For the Computer System(s) you operate, whether owned or leased, complete the following:	
a. Number of independent software contractors authorized to design, implement or service programs for your System(s)	
b. Is access to your System(s) by customers, or other outside parties, other than by Automated Teller Machines, permitted (e.g. by computer, terminal or touchtone telephone key pad, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
c. Number of Automated Teller Machines	
2) Other Computer Systems	
a. Check if computer is desired for:	

Automated Clearing Houses using: Federal Reserve Computer facilities Fed Wire
 CHIPS SWIFT

b. List below other Computer System(s) for which coverage is desired: (For Automated Teller Machine Systems, complete item c) below.)

<i>Computer System(s)</i>

c. List below shared or other participatory Automated Teller Machine Systems for which coverage is desired:

<i>ATM System(s)</i>

3) Is coverage desired for Tested telex or other similar means of Tested communication? Yes No

Form of Coverage

Single Loss Limit

- h. Is Voice Initiated Transfer Fraud Coverage desired?
 (NOTE: Computer Systems Fraud Coverage must be purchased in this conjunction with Coverage. Yes No \$
 If "Yes", what is the dollar amount of the call-back threshold to the originator of an instruction? \$
- i. Is Telefacsimile Transfer Fraud Coverage desired?
 (NOTE: Computer Systems Fraud Coverage must be purchased in conjunction with this Coverage.) Yes No \$
 If "Yes", what is the dollar amount of the call-back threshold to the originator of an instruction?
 \$_____
- j. Is coverage desired on businesses engaged in the data processing of your checks or other accounting records? Yes No \$
 If "Yes", list below the name and location of each data processor:

<i>Name & Location</i>	<i>Name & Location</i>

Form of Coverage

Single Loss Limit

- k. Is Servicing Contractors Coverage desired? Yes No \$
 If "Yes", complete the following: (NOTE: Servicing Contractors service your real estate mortgages or home modernization loans or manage your real property.)
 1) List below the name and location of each Servicing Contractor to be covered:

<i>Name & Location</i>	<i>Name & Location</i>

2) List below the name and location of each Servicing Contractor to be excluded:
 (NOTE: Commercial Banks, Savings Banks, Savings and Loan Associations, or industry service organizations formed by any of them, may be excluded.)

<i>Name & Location</i>	<i>Name & Location</i>

Form of Coverage

Single Loss Limit

l. Is coverage desired on Issuers of Register Checks or Personal Money Orders? (Commercial Banks Only) Yes No \$
 If "Yes", complete the following: (NOTE: Servicing Contractors service your real estate mortgages or home modernization loans or manage your real property.)

<i>Name & Location</i>	<i>Name & Location</i>

m. Is coverage desired on your appointed or elected agents, whether they be persons, partnerships or corporations (other than servicing contractors or data processors) performing any act or service in connection with the ordinary conduct of your business? (Savings Banks and Savings and Loan Associations only) Yes No
 If "Yes", list below the name, location and single loss limit of liability on each agent:

<i>Name & Location</i>	<i>Single Loss Limit</i>	<i>Name & Location</i>	<i>Single Loss Limit</i>
	\$		\$
	\$		\$

5. Are you a direct participant in a depository for the central handling of securities? Yes No
 If "Yes", list below the name and location of each depository

<i>Name & Location</i>	<i>Name & Location</i>

6. Check the appropriate box(es) if you are a seller or servicer of secondary market mortgages of:

- Freddie Mac Fannie Mae Ginnie Mae Other agencies
-

7. For deductibles, complete the following:

(NOTE: Deductibles on Insuring Agreements (D) and (E) must be at least equal to that carried on the Basic Bond Coverage.)

<u>Coverage</u>	<u>Single Loss Deductible</u>
a) All coverages except Insuring Agreements (D), (E) and Unattended Automated Teller Machines	\$
b) Insuring Agreement (D) — Forgery or Alteration	\$
c) Insuring Agreement (E) — Securities	\$
d) Unattended Automated Teller Machines	\$

8. If coverage is being written on an excess, concurrent or co-surety basis, show the names of the other carriers and bond limits. In the case of co-surety also show percentage participations:

9. If coverage is being written on a coinsurance basis, show your percentage participation %.
(Note: Insured may assume a participation of between 5% and 25%.)

10. Are deposits insured by the Federal Deposit Insurance Corporation?: Yes No

11. AUDIT PROCEDURES:

- a) Is there an annual audit by an independent CPA? Yes No
- b) If "Yes", is it a complete audit made in accordance with generally accepted auditing standards and so certified? Yes No
- c) If the answer to (b) is "No", explain the scope of the CPA's examination:
- d) Is the audit report rendered directly to all partners if a partnership or to the Board of Directors if a corporation? Yes No
- e) Name and location of CPA: CPA Name, Location
- f) Date of completion of the last audit by CPA: Date of Last Audit
- g) Is there a continuous internal audit by an Internal Audit Department? Yes No
- h) If "Yes", are monthly reports rendered directly to all partners if a partnership or to the Board of Directors if a corporation? Yes No
- i) If (a) and (d) or (g) and (h) are answered affirmatively, is there direct verification of at least 20% of all deposit accounts and direct verification of at least 20% of all loan accounts? Yes No
-

12. INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES):

- a) Do you require annual vacations of at least two consecutive weeks for all officers and employees? Yes No
If "No", explain:
- b) Is there a formal, planned program requiring the rotation of duties of key personnel without prior notice thereof? Yes No
If "No", explain:
- c) Is there a formal planned program requiring segregation of duties so that no single transaction can be fully controlled from origination to posting by one person? Yes No
If "No", explain:

13. Date of last examination by State authorities:

Date of last examination by Federal authorities:

Was there any criticism of your operations in either the last State or Federal examination?

Yes No

If "Yes", explain:

14. Has there been any change in ownership or management within the past three years?

Yes No

If "Yes", explain:

15. Has any insurance been declined or canceled during the past three years

Yes No

If "Yes", explain:

16. List all losses sustained during the past three years, whether reimbursed or not.

Check if none

<i>Date of Loss</i>	<i>Type of Loss</i>	<i>Amount of Loss</i>	<i>Amount Recovered from Insurance</i>	<i>Amount Recovered from other than Insurance</i>	<i>Amount of Loss Pending</i>	<i>If Loss occurred at other than Main Office, state location</i>
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	

FLORIDA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

LOUISIANA INSUREDS ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY SUBJECT TO FINE S AND CONFINEMENT IN PRISON.

MARYLAND INSUREDS ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS

Application for a Financial Institution Bond

Standard Form No. 25 for Insurance Companies

Application is hereby made by
Including Employee Benefit Plans

Principal Address:

(herein called insured)

for a **Financial Institution Bond, Standard Form No. 25**, to become effective as of 12:01 a.m. on
to 12:01 a.m. on in the Aggregate Limit of Liability of \$

Date Insured was established:

Name of prior carrier:

1. Identify your principal line(s) of insurance:

2. For all insureds, show the total number of:

- a) Salaried officers, employees and persons provided by employment contractors
- b) Locations (other than the Home Office of the first Named Insured) in the U.S. and Canada, where insurance operations are conducted
- c) Locations in the U.S. and Canada, where non-insurance operations are conducted
- d) Locations outside of the U.S. and Canada, where insurance and non-insurance operations are conducted, list below:

<i>Location</i>	<i>Location</i>

3. Complete the following:

- | | <u>Total Assets</u> |
|-------------------------|---------------------|
| a) As of latest Dec. 31 | \$ |
| b) As of latest June 30 | \$ |

4. Complete the following for optional coverages desired:

- | | | |
|--|--|--------------------------|
| <u>Form of Coverage</u> | | <u>Single Loss Limit</u> |
| a) Is Insuring Agreement (D) – Forgery or Alteration Coverage desired? | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ |
| b) Is Insuring Agreement (E) – Securities Coverage desired? | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ |
| If "Yes", is Loan Participation Coverage desired? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| c) Is Trading Loss Coverage desired? | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ |

- | | | |
|---|--|--------------------------|
| <u>Form of Coverage</u> | | <u>Single Loss Limit</u> |
| d) Is Computer Systems Fraud Coverage desired? | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ |
| If yes, complete the following: | | |
| 1) Insured's Computer System(s) | | |
| For the Computer System(s) you operate, whether owned or leased, complete the following: | | |
| a. Number of independent software contractors authorized to design, implement or service programs for your System(s): | | |
| b. Is access to your System(s) by agents, brokers or other outside parties permitted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2) Other Computer Systems | | |
| List below other Computer System(s) for which coverage is desired: | | |

<i>Computer System(s)</i>

- e) Is coverage desired on your appointed or elected agents, whether they be persons, partnerships or corporations while performing any act or service in connection with the ordinary conduct on your business? (Life Insurance Companies only) Yes No
- If "Yes," list below the name, capacity in which agent serves, and single loss limit of liability on each agent:

<i>Name & Capacity</i>	<i>Single Loss Limit</i>	<i>Name & Capacity</i>	<i>Single Loss Limit</i>
	\$		\$
	\$		\$
	\$		\$
	\$		\$

- f) Is coverage desired on draft-signers, who while in the service of a policyholder of the Insured are authorized to sign drafts on your behalf? Yes No
- If "Yes," list below the name and location of each policyholder and draft-signer:

<i>Location</i>	<i>Location</i>

- g) Is coverage desired on businesses engaged in the data processing of your checks or other accounting records? Yes No
 If "Yes," list below the name and location of each data processor:

5. **Are you a direct participant in a depository for the central handling of securities?** Yes No
 If "Yes," list below the name and location of each depository:

<i>Name & Location</i>	<i>Location</i>

6. **For deductibles, complete the following:**

(NOTE: Deductibles on Insuring Agreements (D) and (E) must be at least equal to that carried on the Basic Bond Coverage. Deductibles on Extortion Coverage may be written in any amount.)

<u>Coverage</u>	<u>Single Loss Deductible</u>
a) All coverages except Insuring Agreements (D) and (E)	\$
b) Insuring Agreement (D) — Forgery or Alteration	\$
c) Insuring Agreement (E) — Securities	\$

7. **If coverage is being written on an excess, concurrent or co-surety basis, show the names of the other carriers and bond limits. In the case of co-surety also show percentage participations:**

8. **If coverage is being written on a coinsurance basis, show your percentage participation %.**
 (Note: Insured may assume a participation of between 5% and 25%.)

9. **AUDIT PROCEDURES:**

- a) Is there an annual audit by an independent CPA? Yes No
 b) If "Yes", is it a complete audit made in accordance with generally accepted auditing standards and so certified? Yes No
 c) If the answer to (b) is "No", explain the scope of the CPA's examination:
 d) Is the audit report rendered directly to the Board of Directors if a corporation? Yes No
 e) Name and location of CPA: CPA Name, Location
 f) Date of completion of the last audit by CPA: Date of Last Audit
 g) Is there a continuous internal audit by an Internal Audit Department? Yes No
 h) If "Yes", are monthly reports rendered directly to the Board of Directors if a corporation? Yes No

10. **INTERNAL CONTROLS (OTHER THAN AUDIT PROCEDURES):**

- a) Do you require annual vacations of at least two consecutive weeks for all officers and employees? Yes No
If "No", explain:
- b) Is there a formal, planned program requiring segregation of duties so that no single transaction (including claim handling and draft issuance procedures) can be fully controlled from origination to posting by one person? Yes No
If "No", explain:
- c) Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes No
If "No", explain:
- d) Is countersignature of checks required Yes No
If "No", explain:
- e) Will endorsement of checks on your behalf be limited to endorsement for deposit and credited to your account? Yes No
If "No", explain:

- 11. Has there been any change in ownership or management within the past three years? Yes No
If "Yes", explain:
- 12. Has any insurance been declined or canceled during the past three years? Yes No
If "Yes", explain:
- 13. List all losses sustained during the past three years, whether reimbursed or not.
Check if none

<i>Date of Loss</i>	<i>Type of Loss</i>	<i>Amount of Loss</i>	<i>Amount Recovered from Insurance</i>	<i>Amount Recovered from other than Insurance</i>	<i>Amount of Loss Pending</i>	<i>If Loss occurred at other than Main Office, state location</i>
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	

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LOUISIANA INSURED ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY SUBJECT TO FINE S AND CONFINEMENT IN PRISON.

MARYLAND INSURED ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS

Application for a Combination Safe Depository Policy

For Financial Institutions

Application is hereby made by
Including Employee Benefit Plans

Principal Address:

(herein called insured)

for a **Combination Safe Depository Policy for Financial Institutions**, to become effective as of 12:01 a.m. on _____ to 12:01 a.m. on _____ in the Aggregate Limit of Liability of \$ _____.

Name of prior carrier:

1. Complete the following for forms and amounts of coverage desired:

<u>Form of Coverage</u>	<u>Limits of Insurance</u>
a) Liability of Depository — Insuring Agreement A	\$
b) Loss of Customers' Property; Premises Damage - Insuring Agreement B <input type="checkbox"/> Including or <input type="checkbox"/> Excluding Coverage on Money	\$
c) A and B Combined - Single Limit of Insurance <input type="checkbox"/> Including or <input type="checkbox"/> Excluding Coverage on Money, under B	\$

2. Total number of locations with a safe deposit box exposure:

3. Total number of rented safe deposit boxes at all locations covered:

4. List locations to be excluded from coverage:

5. INTERNAL CONTROLS

- a) Are all safe deposit box renters identified and their addresses verified? Yes No
- b) Are master signature cards maintained and compared before each entry by box renter? Yes No
- c) Are customers permitted in vault only with attendant? Yes No
- d) Is a permanent record of entry dates and signatures of entrants maintained? Yes No
- e) Do all boxes require two keys to open? Yes No
- f) Is it a hard-and-fast rule that customers are never permitted to leave keys at the bank? Yes No
- g) Are deceased customer rules written and established? Yes No

The Underwriter, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the Insured, in applying for this bond and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof, agrees to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

- (A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others.
Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:
- (a) to cause the Insured to sustain such loss; and
 - (b) to obtain financial benefit for the Employee and which, in fact, result in obtaining such benefit
- As used in this Insuring Agreement financial benefit does not include any employee benefits earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

ON PREMISES

- (B) (1) Loss of Property resulting directly from
- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof, or
 - (b) theft, false pretenses, common law or statutory larceny committed by a person present in an office or on the premises of the Insured.
- while the Property is lodged or deposited within offices or premises located anywhere.
- (2) Loss of or damage to
- (a) furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in or by burglary or robbery of, such office, or attempt thereat or by vandalism or malicious mischief, or
 - (b) such office resulting from larceny or theft in or by burglary or robbery of such office or attempt thereat or to the interior of such office by vandalism or malicious mischief, provided that
 - (i) the Insured is the owner of such furnishings, fixtures, supplies, equipment or office or is liable for such loss or damage, and
 - (ii) the loss is not caused by fire.

IN TRANSIT

- (C) Loss of Property resulting directly from robbery, common-law or statutory larceny, theft, misplacement, mysterious unexplainable disappearance, being lost or made away with, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of
- (a) a natural person acting as a messenger of the Insured (or another natural person acting as messenger or custodian during an emergency arising from the incapacity of the original messenger), or
 - (b) a Transportation Company and being transported in an armored motor vehicle, or
 - (c) a Transportation Company and being transported in a conveyance other than an armored motor vehicle provided that covered Property transported in such manner is limited to the following:
 - (i) records whether recorded in writing or electronically, and
 - (ii) Certificated Securities issued in registered form and not endorsed or with restrictive endorsements, and
 - (iii) Negotiable Instruments not payable to bearer or not endorsed or with

restrictive endorsements

Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the natural person or Transportation Company and ends immediately upon delivery to the designated recipient or its agent.

FORGERY OR ALTERATION

- (D) Loss resulting directly from
- (1) Forgery or alteration of, on or in any Negotiable Instrument (except an Evidence of Debt) Acceptance Withdrawal Order receipt for the withdrawal of Property Certificate of Deposit or Letter of Credit.
 - (2) Transferring, paying or delivering any funds or Property or establishing any credit or giving any value on the faith of any written instructions or advices directed to the Insured and authorizing or acknowledging the transfer, payment delivery or receipt of funds or Property which instructions or advices purport to have been signed or endorsed by any customer of the Insured or by any financial institution but which instructions or advices either bear a signature which is a Forgery or have been altered without the knowledge and consent of such customer or financial institution.

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

SECURITIES

- (E) Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others,
- (1) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of, any original
 - (a) Certificated Security,
 - (b) Deed, mortgage or other instrument conveying title to, or creating or discharging a lien, upon real property,
 - (c) Evidence of Debt
 - (d) Instruction to a Federal Reserve Bank of the United States, or
 - (e) Statement of Uncertificated Security of any Federal Reserve Bank of the United Stateswhich
 - (i) bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar acceptor, surety, guarantor, or of any person signing in any other capacity which is a Forgery, or
 - (ii) is altered, or
 - (iii) is lost or stolen:
 - (2) guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of attorney, Guarantee, or any items listed in (a) through (c) above;
 - (3) acquired sold or delivered, or given value extended credit or assumed liability, on the faith of any item listed in (a) and (b) above which is a Counterfeit.

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

COUNTERFEIT CURRENCY

- (F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of the United States of America, Canada or of any other country in which the Insured maintains a branch office.

GENERAL AGREEMENTS

NOMINEES

- A. Loss sustained by any nominee organized by the Insured for the purpose of handling certain of its business transactions and composed exclusively of its Employees shall, for all the purposes of this bond and whether or not any partner of such nominee is implicated in such loss, be deemed to be loss sustained by the Insured.

ADDITIONAL OFFICES OR EMPLOYEES – CONSOLIDATION, MERGER OR PURCHASE OF ASSETS – NOTICE

- B. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another institution such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another institution the Insured shall not have such coverage as is afforded under this bond for loss which

- (a) has occurred or will occur in offices or premises, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities acquired by the Insured as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless the Insured shall
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, Employees and other exposures, and
 - (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

CHANGE OF CONTROL – NOTICE

C. When the Insured learns of a change in control, it shall give written notice to the Underwriter. As used in this General Agreement, control means the power to determine the management or policy of a controlling holding company or the Insured by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of ten percent (10%) or more of such stock shall be presumed to result in a change of control for the purpose of the required notice. Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.

REPRESENTATION OF INSURED

- D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond. Any misrepresentation, omission, concealment or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

JOINT INSURED

- E. If two or more Insureds are covered under this bond, the first named Insured shall act for all Insureds. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss. If the first named Insured ceases to be covered under this bond, the Insured next named shall thereafter be considered as the first named Insured. Knowledge possessed or discovery made by any insured shall constitute knowledge or discovery by all insureds for all purposes of this bond. The liability of the Underwriter for loss or losses sustained by all insureds shall not exceed the amount for which the Underwriter would have been liable had all such loss or losses been sustained by one Insured.

NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND

- F. The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 30 days after notice thereof, of any legal proceeding brought to determine the Insured's liability for any loss, claim or damage, which, if established, would constitute a collectible loss under this bond. Concurrently, the Insured shall furnish copies of all pleadings and pertinent papers to the Underwriter.

The Underwriter, at its sole option, may elect to conduct the defense of such legal proceeding, in whole or in part. The defense by the Underwriter shall be in the Insured's name through attorneys selected by the Underwriter. The Insured shall provide all reasonable information and assistance required by the Underwriter for such defense.

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured or any settlement in which the Underwriter participates and all attorneys' fees, costs and expenses incurred by the Underwriter in the defense of the litigation shall be a loss covered by this bond.

If the Insured does not give the notices required in subsection (a) of Section 5 of this bond and in the first paragraph of this General Agreement, or if the Underwriter elects not to defend any causes of action, neither a judgment against the Insured, nor a settlement of any legal proceeding by the Insured, shall determine the existence, extent or amount of coverage under this bond for loss sustained by the Insured, and the Underwriter shall not be liable for any attorneys' fees, costs and expenses incurred by the Insured.

With respect to this General Agreement, subsections (b) and (d) of Section 5 of this bond apply upon the entry of such judgment or the occurrence of such settlement instead of upon discovery of loss. In addition, the Insured must notify the Underwriter within 30 days after such judgment is entered against it or after the Insured settles such legal proceeding, and, subject to subsection (e) of Section 5, the Insured may not bring legal proceedings for the recovery of such loss after the expiration of 24 months from the date of such final judgment or settlement.

CONDITIONS AND LIMITATIONS

DEFINITIONS

Section 1. As used in this bond:

- (a) Acceptance means a draft which the drawee, has, by signature written thereon, engaged to honor as presented.
- (b) Certificate of Deposit means an acknowledgment in writing by a financial institution of receipt of Money with an engagement to repay it
- (c) Certificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) represented by an instrument issued in bearer or registered form;
 - (2) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and

- (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (d) Counterfeit means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- (e) Employee means
 - (1) a natural person in the service of the Insured at any of the Insured's offices or premises covered hereunder whom the Insured compensates directly by salary or commissions and whom the Insured has the right to direct and control while performing services for the Insured;; an attorney retained by the Insured and an employee of such attorney while either is performing legal services for the Insured;
 - (2) an attorney retained by the Insured and employee of such attorney while either is performing legal services for the Insured;
 - (3) a person provided by an employment contractor to perform employee duties for the Insured under the Insured's supervision at any of the Insured's offices or premises covered hereunder; and a guest student pursuing studies or duties in any of said offices or premises;
 - (4) an employee of an institution merged or consolidated with the Insured prior to the effective date of this bond;
 - (5) each natural person, partnership or corporation authorized by the Insured to perform services as data processor of checks or other accounting records of the Insured (not including preparation or modification of computer software or programs), herein called Processor. (Each such Processor, and the partners, officers and employees of such Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond, excepting, however, the second paragraph of Section 12. A Federal Reserve Bank or clearing house shall not be construed to be a processor.) and
 - (6) a Partner of the Insured, unless not covered as stated in Item 4 of the Declarations.
- (f) Evidence of Debt means an instrument, including a Negotiable Instrument, executed by a customer of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer's debt to the Insured.
- (g) Financial Interest in the Insured of the Insured's general partner(s), or limited partner(s), committing dishonest or fraudulent acts covered by this bond or concerned or implicated therein means:
 - (1) as respects general partners the value of all right, title and interest of such general partner(s) determined as of the close of business on the date of discovery of loss covered by this bond in the aggregate of
 - (a) the "net worth" of the Insured, which for the purposes of this bond, shall be deemed to be the excess of its total assets over its total liabilities, without adjustment to give effect to loss covered by this bond, (except that credit balances and equities in proprietary accounts of the Insured, which shall include capital accounts of partners, investment and trading accounts of the Insured, participations of the Insured in joint accounts, and accounts of partners which are covered by agreements providing for the inclusion of equities therein as partnership property, shall not be considered as liabilities) with securities, spot commodities, commodity future contracts in such proprietary accounts and all other assets marked to market or fair value and with adjustment for profits and losses at the market of contractual commitments for such proprietary accounts of the Insured;; and
 - (b) the value of all other Money, securities and property belonging to such general partner(s) or in which such general partner(s), have a pecuniary interest, held by or in the custody of and legally available to the Insured as set-off against loss covered by this bond:

provided, however, that if such "net worth" adjusted to give effect to loss covered by this bond and such value of all other Money, securities and property as set forth in (g)(1)(b) preceding, plus the amount of coverage afforded by this bond on account of such loss, is not sufficient to enable the Insured to meet its obligations, including its obligations to its partners other than to such general partner(s), then the Financial Interest in the Insured, as above defined, of such general partner(s) shall be reduced in an amount necessary, or eliminated if need be, in order to enable the Insured

upon payment of loss under this bond to meet such obligations, to the extent that such payment will enable the Insured to meet such obligations, without any benefit accruing to such general partner(s) from such payment; and

- (2) as respects limited partners the value of such limited partner(s) investment in the Insured
- (h) Forgery means the signing of the name of another person or organization with intent to deceive, it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose
- (i) Guarantee means a written undertaking obligating the signer to pay the debt of another to the Insured or its assignee or to a financial institution from which the Insured has purchased participation in the debt, if the debt is not paid in accordance with its terms
- (j) Instruction means a written order to the issuer of an Uncertificated Security requesting that the transfer, pledge, or release from pledge of the Uncertificated Security specified be registered
- (k) Letter of Credit means an engagement in writing by a bank or other person made at the request of a customer that the bank or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit
- (l) Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency
- (m) Negotiable Instrument means any writing
 - (1) signed by the maker or drawer, and
 - (2) containing any unconditional promise or order to pay a sum certain in Money and no other promise, order, obligation or power given by the maker or drawer, and
 - (3) is payable on demand or at a definite time, and
 - (4) is payable to order or bearer.
- (n) Partner means a natural person who
 - (1) is a general partner of the Insured, or
 - (2) is a limited partner and an Employee (as defined in Section 1(e) (1) of the bond) of the Insured.
- (o) (o)Property means Money, Certificated Securities, Uncertificated Securities of any Federal Reserve Bank of the United States, Negotiable Instruments, Certificates of Deposit, documents of title, Acceptances, Evidences of Debt, security agreements, Withdrawal Orders, certificates of origin or title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records whether recorded in writing or electronically, gems, jewelry, precious metals of all kinds and in any form, and tangible items of personal property which are not hereinbefore enumerated.
- (p) Statement of Uncertificated Security means a written statement of the issuer of an Uncertificated Security containing;
 - (1) a description of the Issue of which the Uncertificated Security is a part;
 - (2) the number of shares or units:
 - (a) transferred to the registered owner;
 - (b) pledged by the registered owner to the registered pledgee;
 - (c) released from pledge by the registered pledgee;
 - (d) registered in the name of the registered owner on the date of the statement; or
 - (e) subject to pledge on the date of the statement;
 - (3) the name and address of the registered owner and registered pledgee;
 - (4) a notation of any liens and restrictions of the issuer and any adverse claims to which the Uncertificated Security is or may be subject or a statement that there are none of those liens, restrictions or adverse claims; and
 - (5) the date:
 - (a) the transfer of the shares or units to the new registered owner of the shares or units was registered;
 - (b) the pledge of the registered pledgee was registered; or
 - (c) of the statement, if it is a periodic or annual statement.
- (q) Transportation Company means any organization which provides its own or leased vehicles for

- transportation or which provides freight forwarding or air express services.
- (r) Uncertificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in on securities exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
 - (s) Withdrawal Order means a non-negotiable instrument, other than an Instruction signed, by a customer of the Insured authorizing the Insured to debit the customer's account in the amount of funds stated therein.

EXCLUSIONS

Section 2. This bond does not cover:

- (a) loss resulting directly or indirectly from forgery or alteration, except when covered under Insuring Agreements (A), (D) or (E),
- (b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit;
- (c) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy;
- (d) loss resulting from any act or acts of any person who is a member of the Board of Directors of the Insured or a member of any equivalent body by whatsoever name known unless such person is also an Employee or an elected official of the Insured in some other capacity, nor, in any event, loss resulting from the act or acts of any person while acting in the capacity of a member of such Board or equivalent body;
- (e) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any loan or transaction involving the Insured as a lender or borrower, or extension of credit, including the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses; except when covered under Insuring Agreements (A), (D) or (E);
- (f) loss resulting from any violation by the Insured or by any Employee
 - (1) of law regulating (i) the issuance, purchase or sale of securities, (ii) securities transactions upon security exchanges or over the counter market, (iii) investment companies, or (iv) investment advisers, or
 - (2) of any rule or regulation made pursuant to any such law, unless it is established by the Insured that the act or acts which caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to the Insured in a similar amount in the absence of such laws, rules or regulations;
- (g) loss resulting directly or indirectly from the failure of a financial or depository institution, or its receiver or liquidator, to pay or deliver, on demand of the Insured, funds or Property of the Insured held by it in any capacity, except when covered under Insuring Agreements (A) or (B)(1)(a);
- (h) loss caused by an Employee, except when covered under Insuring Agreement (A) or when covered under Insuring Agreement (B) or (C) and resulting directly from misplacement, mysterious unexplainable disappearance or destruction of or damage to Property;
- (i) loss resulting directly or indirectly from transactions in a customer's account, whether authorized or unauthorized, except the unlawful withdrawal and conversion of Money, securities or precious metals, directly from a customer's account by an Employee provided such unlawful withdrawal and conversion is covered under Insuring Agreement (A).

- (j) damages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, "racketeering activity" is defined in 18 United States Code 1961 et seq., as amended,
- (k) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification, cash management or other cards
 - (1) in obtaining credit or funds, or
 - (2) in gaining access to automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans, or
 - (3) in gaining access to point of sale terminals, customer-bank communication terminals, or similar electronic terminals of electronic funds transfer systems, whether such cards were issued, or purport to have been issued, by the Insured or by anyone other than the Insured, except when covered under Insuring Agreement (A);
- (l) loss involving automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans, except when covered under Insuring Agreement (A);
- (m) loss through the surrender of Property away from an office of the Insured as a result of a threat
 - (1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or
 - (2) to do damage to the premises or property of the Insured, except when covered under Insuring Agreement (A);
- (n) loss resulting directly or indirectly from payments made or withdrawals from a depositor's or customer's account involving erroneous credits to such account, unless such payments or withdrawals are physically received by such depositor or customer or representative of such depositor or customer who is within the office of the Insured at the time of such payment or withdrawal, or except when covered under Insuring Agreement (A);
- (o) loss involving items of deposit which are not finally paid for any reason, including but not limited to Forgery or any other fraud, except when covered under Insuring Agreement (A);
- (p) loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements (A), (E) or (F);
- (q) loss of any tangible item of personal property which is not specifically enumerated in the paragraph defining Property if such property is specifically insured by other insurance of any kind and in any amount obtained by the Insured, and in any event, loss of such property occurring more than 60 days after the Insured takes possession of such property, except when covered under Insuring Agreements (A) or (B)(2);
- (r) loss of Property while
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C),
 except when covered under Insuring Agreement (A);
- (s) potential income, including but not limited to interest and dividends, not realized by the Insured or by any customer of the Insured,
- (t) damages of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (u) all fees, costs and expenses incurred by the Insured
 - (1) in establishing the existence of or amount of loss covered under this bond, or
 - (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond,;
- (v) indirect or consequential loss of any nature;
- (w) loss involving any Uncertificated Security except an Uncertificated Security of any Federal Reserve Bank of the United States or when covered under Insuring Agreement (A);

- (x) loss resulting directly or indirectly from any dishonest or fraudulent act or acts committed by any non-Employee who is a securities, commodities, money, mortgage, real estate, loan, insurance, property management, investment banking broker, agent or other representative of the same general character;
- (y) loss caused directly or indirectly by a Partner of the Insured unless the amount of such loss exceeds the Financial Interest in the Insured of such Partner and the Deductible Amount applicable to this bond, and then for the excess only;
- (z) loss resulting directly or indirectly from any actual or alleged representation, advice, warranty or guarantee as to the performance of any investments;
- (aa) loss due to liability imposed upon the Insured as a result of the unlawful disclosure of non-public material information by the Insured or any Employee, or as a result of any Employee acting upon such information, whether authorized or unauthorized.

DISCOVERY

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond

LIMIT OF LIABILITY

Section 4.

Aggregate Limit of Liability

The Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2 of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3 of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

- (a) The Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, and
- (b) The Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall not be increased or reinstated by any recovery made and applied in accordance with subsections (a), (b) and (c) of Section 7. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability.

Single Loss Limit of Liability

Subject to the Aggregate Limit of Liability, the Underwriter's liability for each Single Loss shall not exceed the applicable Single Loss Limit of Liability shown in Item 4 of the Declarations. If a Single Loss is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable Single Loss Limit of Liability.

Single Loss Defined

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the Underwriter under General Agreement F, resulting from

- (a) any one act or series of related acts of burglary, robbery or attempt thereof, in which no employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

NOTICE/PROOF – LEGAL PROCEEDINGS AGAINST UNDERWRITER

Section 5.

- (a) At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Insured shall give the Underwriter notice thereof.
- (b) Within 6 months after such discovery, the Insured shall furnish to the Underwriter proof of loss, duly sworn to, with full particulars..
- (c) Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- (d) Legal proceedings for the recovery of any loss hereunder shall not be brought prior to the expiration of 60 days after the original proof of loss is filed with the Underwriter or after the expiration of 24 months from the discovery of such loss.
- (e) If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.
- (f) This bond affords coverage only in favor of the Insured No suit, action or legal proceedings shall be brought hereunder by anyone other than the named Insured.

VALUATION

Section 6. Any loss of Money, or loss payable in Money, shall be paid, at the option of the Insured, in the Money of the country in which the loss was sustained or in the United States of America dollar equivalent thereof determined at the rate of exchange at the time of payment of such loss.

Securities

The Underwriter shall settle in kind its liability under this bond on account of a loss of any securities or, at the option of the Insured, shall pay to the Insured the cost of replacing such securities, determined by the market value thereof at the time of such settlement. However, if prior to such settlement the Insured shall be compelled by the demands of a third party or by market rules to purchase equivalent securities, and given written notification of this to the Underwriter, the cost incurred by the Insured shall be taken as the value of those securities. In case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of securities, the amount of such loss shall be the value of such privileges immediately preceding the expiration thereof. If such securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the applicable coverage of this bond is subject to a Deductible Amount and/or is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage.

Books of Account and Other Records

In case of loss of, or damage to, any books of account or other records used by the Insured in its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of the blank books, blank pages or other materials plus

the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

Property other than Money, Securities or Records

In case of loss of, or damage to, any Property other than Money, securities, books of account or other records or damage covered under Insuring Agreement (B)(2), the Underwriter shall not be liable for more than the actual cash value of such Property, or of items covered under Insuring Agreement (B)(2). The Underwriter may, at its election, pay the actual cash value of, replace or repair such property. Disagreement between the Underwriter and the Insured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.

Set-Off

Any loss covered under this bond shall be reduced by a set-off consisting of any amount owed to the Employee causing the loss if such loss is covered under Insuring Agreement (A).

ASSIGNMENT – SUBROGATION – RECOVERY – COOPERATION

Section 7.

- (a) In the event of payment under this bond, the Insured shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's rights title and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment under this bond, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefor against any person or entity to the extent of such payment.
- (c) Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of the expense of such recovery first to the satisfaction of the Insured's loss which would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's claim, and thirdly, to the Insured in satisfaction of any Deductible Amount. Recovery, on account of loss of securities as set forth in the second paragraph of Section 6 or recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein.
- (d) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter the Insured shall
 - (1) submit to examination by the Underwriter and subscribe to the same under oath; and
 - (2) produce for the Underwriter's examination all pertinent records; and
 - (3) cooperate with the Underwriter in all matters pertaining to the loss.
- (e) The Insured shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured shall do nothing after discovery of loss to prejudice such rights or causes of action.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 8. With respect to any loss set forth in sub-section (c) of Section 4 of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

If the coverage of this bond supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an Insurer other than the Underwriter and terminated, canceled or allowed to expire, the Underwriter, with respect to any loss sustained prior to such termination, cancellation or expiration and discovered within the period permitted under such other bond or policy for the discovery

of loss thereunder, shall be liable under this bond only for that part of such loss covered by this bond as is in excess of the amount recoverable or recovered on account of such loss under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

OTHER INSURANCE OR INDEMNITY

Section 9. Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the Insured, or by one other than the Insured on Property subject to exclusion (q) or by a Transportation Company, or by another entity on whose premises the loss occurred or which employed the person causing the loss or the messenger conveying the Property involved.

OWNERSHIP

Section 10. This bond shall apply to loss of Property (1) owned by the Insured, (2) held by the Insured in any capacity, or (3) for which the Insured is legally liable. This bond shall be for the sole use and benefit of the Insured named in the Declarations.

DEDUCTIBLE AMOUNT

Section 11. The Underwriter shall be liable hereunder only for the amount by which any single loss, as defined in Section 4, exceeds the Single Loss Deductible amount for the Insuring Agreement or Coverage applicable to such loss, subject to the Aggregate Limit of Liability and the applicable Single Loss Limit of Liability.

The Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of any loss of the kind covered by the terms of this bond, whether or not the Underwriter is liable therefor, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

TERMINATION OR CANCELTION

Section 12. This bond terminates as an entirety upon occurrence of any of the following: – (a) 60 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond, or (b) immediately upon the receipt by the Underwriter of a written notice from the Insured of its desire to cancel this bond, or (c) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal officials, or (d) immediately upon the taking over of the Insured by another institution, or (e) immediately upon exhaustion of the Aggregate Limit of Liability, or (f) immediately upon expiration of the Bond Period as set forth in Item 2 of the Declarations.

This bond terminates as to any Employee or any partner, officer or employee of any Processor – (a) as soon as any Insured or any director or officer is not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Termination of the bond as to any Insured terminates liability for any loss sustained by such Insured which is discovered after the effective date of such termination.

In witness whereof, the Underwriter has caused this bond to be executed on the Declarations page

The Underwriter, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the Insured in applying for this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof, agrees to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

- (A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others.
Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:
(a) to cause the Insured to sustain such loss; and
(b) to obtain financial benefit for the Employee or another person or entity.
However, if some or all of the Insured's loss results directly or indirectly from Loans, that portion of the loss is not covered unless the Employee was in collusion with one or more parties to the transactions and has received, in connection therewith, a financial benefit with a value of at least \$2,500.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

ON PREMISES

- (B) (1) Loss of Property resulting directly from
(a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof, or
(b) theft, false pretenses, common-law or statutory larceny, committed by a person present in an office or on the premises of the Insured;
while the Property is lodged or deposited within offices or premises located anywhere.
- (2) Loss of or damage to
(a) furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in, or by burglary or robbery of, such office, or attempt thereat, or by vandalism or malicious mischief, or
(b) such office resulting from larceny or theft in, or by burglary or robbery of such office or attempt thereat, or to the interior of such office by vandalism or malicious mischief, provided that
(i) the Insured is the owner of such furnishings, fixtures, supplies, equipment, or office or is liable for such loss or damage, and
(ii) the loss is not caused by fire.

IN TRANSIT

- (C) Loss of Property resulting directly from robbery, common-law or statutory larceny, theft, misplacement, mysterious unexplainable disappearance, being lost or made away with, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of
(a) a natural person acting as a messenger of the Insured (or another natural person acting as messenger or custodian during an emergency arising from the incapacity of the original messenger), or
(b) a Transportation Company and being transported in an armored motor vehicle, or
(c) a Transportation Company and being transported in a conveyance other than an armored motor vehicle provided that covered Property transported in such manner is limited to the

following:

- (i) records, whether recorded in writing or electronically, and
- (ii) Certificated Securities issued in registered form and not endorsed, or with restrictive endorsements, and
- (iii) Negotiable Instruments not payable to bearer, or not endorsed, or with restrictive endorsements.

Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the natural person or Transportation Company and ends immediately upon delivery to the designated recipient or its agent.

FORGERY OR ALTERATION

(D) Loss resulting directly from

- (1) Forgery or alteration of, on or in any Negotiable Instrument (except an Evidence of Debt), Acceptance, Withdrawal Order, receipt for the withdrawal of Property, Certificate of Deposit or Letter of Credit,
- (2) transferring, paying or delivering any funds or Property or establishing any credit or giving any value on the faith of any written instructions or advices directed to the Insured and authorizing or acknowledging the transfer, payment, delivery or receipt of funds or Property, which instructions or advices purport to have been signed or endorsed by any customer of the Insured or by any banking institution but which instructions or advices either bear a signature which is a Forgery or have been altered without the knowledge and consent of such customer or banking institution. Telegraphic, cable or teletype instructions or advices, as aforesaid, exclusive of transmissions of electronic funds transfer systems, sent by a person other than the said customer or banking institution purporting to send such instructions or advices shall be deemed to bear a signature which is a Forgery.

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

SECURITIES

(E) Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others,

- (1) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of, any original
 - (a) Certificated Security,
 - (b) Document of Title,
 - (c) deed, mortgage or other instrument conveying title to, or creating or discharging a lien upon, real property,
 - (d) Certificate of Origin or Title,
 - (e) Evidence of Debt,
 - (f) corporate, partnership or personal Guarantee,
 - (g) Security Agreement,
 - (h) Instruction to a Federal Reserve Bank of the United States, or
 - (i) Statement of Uncertificated Security of any Federal Reserve Bank of the United States which
 - (i) bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar, acceptor, surety, guarantor, or of any person signing in any other capacity which is a Forgery, or
 - (ii) is altered, or
 - (iii) is lost or stolen;
- (2) guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of attorney, Guarantee, endorsement or any items listed in (a) through (h) above;
- (3) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any item listed in (a) through (d) above which is a Counterfeit.

Actual physical possession of the items listed in (a) through (i) above by the Insured, its correspondent bank or other authorized representative, is a condition precedent to the Insured's having relied on the faith of such items.

A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

COUNTERFEIT CURRENCY

- (F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of the United States of America, Canada or of any other country in which the Insured maintains a branch office.

GENERAL AGREEMENTS

NOMINEES

- A. Loss sustained by any nominee organized by the Insured for the purpose of handling certain of its business transactions and composed exclusively of its Employees shall, for all the purposes of this bond and whether or not any partner of such nominee is implicated in such loss, be deemed to be loss sustained by the Insured.

ADDITIONAL OFFICES OR EMPLOYEES -- CONSOLIDATION, MERGER OR PURCHASE OF ASSETS -- NOTICE

- B. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another institution, such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which

- (a) has occurred or will occur in offices or premises, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities acquired by the Insured as a result of such consolidation merger or purchase or acquisition of assets or liabilities unless the Insured shall
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, Employees and other exposures, and
 - (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

CHANGE OF CONTROL -- NOTICE

- C. When the Insured learns of a change in control, it shall give written notice to the Underwriter. As used in this General Agreement, control means the power to determine the management or policy of a controlling holding company or the Insured by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of ten percent (10%) or more of such stock shall be presumed to result in a change of control for the purpose of the required notice. Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.

REPRESENTATION OF INSURED

- D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.
Any misrepresentation, omission, concealment or any incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

JOINT INSURED

- E. If two or more Insureds are covered under this bond, the first named Insured shall act for all Insureds. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss. If the first named Insured ceases to be covered under this bond, the Insured next named shall thereafter be considered as the first named Insured. Knowledge possessed or discovery made by any Insured shall constitute knowledge or discovery by all Insureds for all purposes of this bond. The liability of the Underwriter for loss or losses sustained by all Insureds shall not exceed the amount for which the Underwriter would have been liable had all such loss or losses been sustained by one Insured.

NOTICE OF LEGAL PROCEEDING AGAINST INSURED -- ELECTION TO DEFEND

- F. The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 30 days after notice thereof, of any legal proceeding brought to determine the Insured's liability for any loss, claim or damage, which, if established, would constitute a collectible loss under this bond. Concurrently, the Insured shall furnish copies of all pleadings and pertinent papers to the Underwriter.

The Underwriter, at its sole option, may elect to conduct the defense of such legal proceeding, in whole or in part. The defense by the Underwriter shall be in the Insured's name through attorneys selected by the Underwriter. The Insured shall provide all reasonable information and assistance required by the Underwriter for such defense.

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured or any settlement in which the Underwriter participates and all attorneys' fees, costs and expenses incurred by the Underwriter in the defense of the litigation shall be a loss covered by this bond.

If the Insured does not give the notices required in subsection (a) of Section 5. of this bond and in the first paragraph of this General Agreement, or if the Underwriter elects not to defend any causes of action, neither a judgment against the Insured, nor a settlement of any legal proceeding by the Insured, shall determine the existence, extent or amount of coverage under this bond for loss sustained by the Insured, and the Underwriter shall not be liable for any attorneys' fees, costs and expenses incurred by the insured.

With respect to this General Agreement, subsections (b) and (d) of Section 5. of this bond apply upon the entry of such judgment or the occurrence of such settlement instead of upon discovery of loss. In addition, the Insured must notify the Underwriter within 30 days after such judgment is entered against it or after the Insured settles such legal proceeding, and, subject to subsection (e) of Section 5., the Insured may not bring legal proceedings for the recovery of such loss after the expiration of 24 months from the date of such final judgment or settlement.

CONDITIONS AND LIMITATIONS

DEFINITIONS

Section 1. As used in this bond:

- (a) Acceptance means a draft which the drawee has, by signature written thereon, engaged to honor as presented.
- (b) Certificate of Deposit means an acknowledgment in writing by a financial institution of receipt of Money with an engagement to repay it.
- (c) Certificate of Origin or Title means a document issued by a manufacturer of personal property or a governmental agency evidencing the ownership of the personal property and by which ownership is transferred.
- (d) Certificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) represented by an instrument issued in bearer or registered form;
 - (2) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (e) Counterfeit means an imitation which is intended to deceive and to be taken as an original.
- (f) Document of Title means a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers and must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.
- (g) Employee means
 - (1) an officer or other employee of the Insured, while employed in, at, or by any of the Insured's offices or premises covered hereunder, and a guest student pursuing studies or duties in any of said offices or premises;
 - (2) an attorney retained by the Insured and an employee of such attorney while either is performing legal services for the Insured;
 - (3) a person provided by an employment contractor to perform employee duties for the Insured under the Insured's supervision at any of the Insured's offices or premises covered hereunder;
 - (4) an employee of an institution merged or consolidated with the Insured prior to the effective date of this bond; and
 - (5) each natural person, partnership or corporation authorized by the Insured to perform services as data processor of checks or other accounting records of the Insured (not including preparation or modification of computer software or programs), herein called Processor. (Each such Processor, and the partners, officers and employees of such Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond, excepting, however, the second paragraph of section 12. A Federal Reserve Bank or clearing house shall not be construed to be a processor.)
- (h) Evidence of Debt means an instrument, including a Negotiable Instrument, executed by a customer of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer's debt to the Insured.
- (i) Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (j) Guarantee means a written undertaking obligating the signer to pay the debt of another to the Insured or its assignee or to a financial Institution from which the Insured has purchased participation in the debt, if the debt is not paid in accordance with its terms.
- (k) Instruction means a written order to the issuer of an Uncertificated Security requesting that the transfer, pledge, or release from pledge of the Uncertificated Security specified be registered.

- (l) Letter of Credit means an engagement in writing by a bank or other person made at the request of a customer that the bank or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit.
- (m) Loan means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.
- (n) Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
- (o) Negotiable Instrument means any writing
 - (1) signed by the maker or drawer; and
 - (2) containing any unconditional promise or order to pay a sum certain in Money and no other promise, order, obligation or power given by the maker or drawer; and
 - (3) is payable on demand or at a definite time; and
 - (4) is payable to order or bearer.
- (p) Property means Money, Certificated Securities, Uncertificated Securities of any Federal Reserve Bank of the United States, Negotiable Instruments, Certificates of Deposit, Documents of Title, Acceptances, Evidences of Debt, Security Agreements, Withdrawal Orders, Certificates of Origin or Title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records whether recorded in writing or electronically, gems, jewelry, precious metals in bars or ingots, and tangible items of personal property which are not hereinbefore enumerated.
- (q) Security Agreement means an agreement which creates an interest in personal property or fixtures and which secures payment or performance of an obligation.
- (r) Statement of Uncertificated Security means a written statement of the issuer of an Uncertificated Security containing:
 - (1) A description of the Issue of which the Uncertificated Security is a part;
 - (2) the number of shares or units:
 - (a) transferred to the registered owner;
 - (b) pledged by the registered owner to the registered pledgee;
 - (c) released from pledge by the registered pledgee;
 - (d) registered in the name of the registered owner on the date of the statement; or
 - (e) subject to pledge on the date of the statement;
 - (3) the name and address of the registered owner and registered pledgee;
 - (4) a notation of any liens and restrictions of the issuer and any adverse claims to which the Uncertificated Security is or may be subject or a statement that there are none of those liens, restrictions or adverse claims; and
 - (5) the date:
 - (a) the transfer of the shares or units to the new registered owner of the shares or units was registered;
 - (b) the pledge of the registered pledgee was registered, or
 - (c) of the statement, if it is a periodic or annual statement.
- (s) Transportation Company means any organization which provides its own or leased vehicles for transportation or which provides freight forwarding or air express services.
- (t) Uncertificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in on securities exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (u) Withdrawal Order means a non-negotiable instrument, other than an Instruction, signed by a customer of the Insured authorizing the Insured to debit the customer's account in the amount of funds stated therein.

EXCLUSIONS

Section 2. This bond does not cover:

- (a) loss resulting directly or indirectly from forgery or alteration, except when covered under Insuring Agreements (A), (D), (E) or (F);
- (b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit;
- (c) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy;
- (d) loss resulting directly or indirectly from any acts of any director of the Insured other than one employed as a salaried, pensioned or elected official or an Employee of the Insured, except when performing acts coming within the scope of the usual duties of an Employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured;
- (e) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any Loan or transaction involving the Insured as a lender or borrower, or extension of credit, including the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such Loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses, except when covered under Insuring Agreements (A), (D) or (E);
- (f) loss of Property contained in customers' safe deposit boxes, except when the Insured is legally liable therefor and the loss is covered under Insuring Agreement (A);
- (g) loss through cashing or paying forged or altered travelers' checks or travelers' checks bearing forged endorsements, except when covered under Insuring Agreement (A); or loss of unsold travelers' checks or unsold money orders placed in the custody of the Insured with authority to sell, unless (a) the Insured is legally liable for such loss and (b) such checks or money orders are later paid or honored by the drawer thereof, except when covered under Insuring Agreement (A);
- (h) loss caused by an Employee, except when covered under Insuring Agreement (A) or when covered under Insuring Agreement (B) or (C) and resulting directly from misplacement, mysterious unexplainable disappearance or destruction of or damage to Property;
- (i) loss resulting directly or indirectly from trading, with or without the knowledge of the Insured, whether or not represented by any indebtedness or balance shown to be due the Insured on any customer's account, actual or fictitious, and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness, or balance, except when covered under Insuring Agreements (D) or (E);
- (j) shortage in any teller's cash due to error, regardless of the amount of such shortage, and any shortage in any teller's cash which is not in excess of the normal shortage in the tellers' cash in the office where such shortage shall occur shall be presumed to be due to error;
- (k) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification or other cards
 - (1) in obtaining credit or funds, or
 - (2) in gaining access to automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans, or
 - (3) in gaining access to point of sale terminals, customer-bank communication terminals, or similar electronic terminals of electronic funds transfer systems, whether such cards were issued, or purport to have been issued, by the Insured or by anyone other

- than the Insured, except when covered under Insuring Agreement (A);
- (l) loss involving automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans, unless such automated mechanical devices are situated within an office of the Insured which is permanently staffed by an Employee whose duties are those usually assigned to a bank teller, even though public access is from outside the confines of such office, but in no event shall the Underwriter be liable for loss (including loss of Property)
 - (1) as a result of damage to such automated mechanical devices from vandalism or malicious mischief perpetrated from outside such office, or
 - (2) as a result of failure of such automated mechanical devices to function properly, or
 - (3) through misplacement or mysterious unexplainable disappearance while such Property is located within any such automated mechanical devices, except when covered under Insuring Agreement (A);
 - (m) loss through the surrender of Property away from an office of the Insured as a result of a threat
 - (1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or
 - (2) to do damage to the premises or property of the Insured, except when covered under Insuring Agreement (A);
 - (n) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving erroneous credits to such account, unless such payments or withdrawals are physically received by such depositor or representative of such depositor who is within the office of the Insured at the time of such payment or withdrawal, or except when covered under Insuring Agreement (A);
 - (o) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason, including but not limited to Forgery or any other fraud, except when covered under Insuring Agreement (A);
 - (p) loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements (A), (E) or (F);
 - (q) loss of any tangible item of personal property which is not specifically enumerated in the paragraph defining Property and for which the Insured is legally liable, if such property is specifically insured by other insurance of any kind and in any amount obtained by the Insured, and in any event, loss of such property occurring more than 60 days after the Insured shall have become aware that it is liable for the safekeeping of such property, except when covered under Insuring Agreements (A) or (B)(2);
 - (r) loss of Property while
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C) except when covered under Insuring Agreement (A);
 - (s) potential income, including but not limited to interest and dividends, not realized by the Insured;
 - (t) damages of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
 - (u) all fees, costs and expenses incurred by the Insured
 - (1) in establishing the existence of or amount of loss covered under this bond, or
 - (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;
 - (v) indirect or consequential loss of any nature;
 - (w) loss resulting from any violation by the Insured or by any Employee
 - (1) of law regulating (i) the issuance, purchase or sale of securities, (ii) securities transactions upon security exchanges or over the counter market, (iii) investment companies, or (iv) investment advisers, or
 - (2) of any rule or regulation made pursuant to any such law, unless it is established by the Insured that the act or acts which caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to the Insured in a similar amount in the absence of such laws, rules or regulations;

- (x) loss resulting directly or indirectly from the failure of a financial or depository institution, or its receiver or liquidator, to pay or deliver, on demand of the Insured, funds or Property of the Insured held by it in any capacity, except when covered under Insuring Agreements (A) or (B)(1)(a);
- (y) loss involving any Uncertificated Security except an Uncertificated Security of any Federal Reserve Bank of the United States or when covered under Insuring Agreement (A);
- (z) damages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, "racketeering activity" is defined in 18 United States Code 1961 et seq., as amended.

DISCOVERY

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that

a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond.

LIMIT OF LIABILITY

Section 4.

Aggregate Limit of Liability

The Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2. of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3. of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

- (a) The Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, and
- (b) The Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall not be increased or reinstated by any recovery made and applied in accordance with subsections (a), (b) and (c) of Section 7. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability.

Single Loss Limit of Liability

Subject to the Aggregate Limit of Liability, the Underwriter's liability for each Single Loss shall not exceed the applicable Single Loss Limit of Liability shown in Item 4. of the Declarations. If a Single Loss is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable Single Loss Limit of Liability.

Single Loss Defined

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the Underwriter under General Agreement F resulting from

- (a) any one act or series of related acts of burglary, robbery or attempt thereof, in which no Employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

NOTICE/PROOF -- LEGAL PROCEEDINGS AGAINST UNDERWRITER

Section 5.

- (a) At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Insured shall give the Underwriter notice thereof.
- (b) Within 6 months after such discovery, the Insured shall furnish to the Underwriter proof of loss, duly sworn to, with full particulars.
- (c) Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- (d) Legal proceedings for the recovery of any loss hereunder shall not be brought prior to the expiration of 60 days after the original proof of loss is filed with the Underwriter or after the expiration of 24 months from the discovery of such loss.
- (e) If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.
- (f) This bond affords coverage only in favor of the Insured. No suit, action or legal proceedings shall be brought hereunder by anyone other than the named Insured.

VALUATION

Section 6. Any loss of Money, or loss payable in Money, shall be paid, at the option of the Insured, in the Money of the country in which the loss was sustained or in the United States of America dollar equivalent thereof determined at the rate of exchange at the time of payment of such loss.

Securities

The Underwriter shall settle in kind its liability under this bond on account of a loss of any securities or, at the option of the Insured, shall pay to the Insured the cost of replacing such securities, determined by the market value thereof at the time of such settlement. In case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of securities, the amount of such loss shall be the value of such privileges immediately preceding the expiration thereof. If such securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the applicable coverage of this bond is subject to a Deductible Amount and/or is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage.

Books of Account and Other Records

In case of loss of, or damage to, any books of account or other records used by the Insured in its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of the blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

Property other than Money, Securities or Records

In case of loss of, or damage to, any Property other than Money, securities, books of account or other records, or damage covered under Insuring Agreement (B)(2), the Underwriter shall not be liable for more than the actual cash value of such Property, or of items covered under Insuring Agreement (B)(2). The Underwriter may, at its election, pay the actual cash value of, replace or repair such property. Disagreement between the Underwriter and the Insured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.

ASSIGNMENT -- SUBROGATION -- RECOVERY -- COOPERATION

Section 7.

- (a) In the event of payment under this bond, the Insured shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's rights, title and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment under this bond, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefor against any person or entity to the extent of such payment.
- (c) Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of the expense of such recovery first to the satisfaction of the Insured's loss which would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's claim, and thirdly, to the Insured in satisfaction of any Deductible Amount. Recovery on account of loss of securities as set forth in the second paragraph of Section 6. or recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein.
- (d) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter the Insured shall
 - (1) submit to examination by the Underwriter and subscribe to the same under oath; and
 - (2) produce for the Underwriter's examination all pertinent records; and
 - (3) cooperate with the Underwriter in all matters pertaining to the loss.
- (e) The Insured shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured shall do nothing after discovery of loss to prejudice such rights or causes of action.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 8. With respect to any loss set forth in sub-section (c) of Section 4. of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

If the coverage of this bond supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an Insurer other than the Underwriter and terminated, canceled or allowed to expire, the Underwriter, with respect to any loss sustained prior to such termination,

cancelation or expiration and discovered within the period permitted under such other bond or policy for the discovery of loss thereunder, shall be liable under this bond only for that part of such loss covered by this bond as is in excess of the amount recoverable or recovered on account of such loss under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

OTHER INSURANCE OR INDEMNITY

Section 9. Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the Insured, or by one other than the Insured on Property subject to exclusion (q) or by a Transportation Company, or by another entity on whose premises the loss occurred or which employed the person causing the loss or the messenger conveying the Property involved.

OWNERSHIP

Section 10. This bond shall apply to loss of Property (1) owned by the Insured, (2) held by the Insured in any capacity, or (3) for which the Insured is legally liable. This bond shall be for the sole use and benefit of the Insured named in the Declarations.

DEDUCTIBLE AMOUNT

Section 11. The Underwriter shall be liable hereunder only for the amount by which any single loss, as defined in Section 4., exceeds the Single Loss Deductible amount for the Insuring Agreement or Coverage applicable to such loss, subject to the Aggregate Limit of Liability and the applicable Single Loss Limit of Liability.

The Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of any loss of the kind covered by the terms of this bond, whether or not the Underwriter is liable therefor, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

TERMINATION OR CANCELATION

Section 12. This bond terminates as an entirety upon occurrence of any of the following: -- (a) 60 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond, or (b) immediately upon the receipt by the Underwriter of a written notice from the Insured of its desire to cancel this bond, or (c) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal Officials, or (d) immediately upon the taking over of the Insured by another institution, or (e) immediately upon exhaustion of the Aggregate Limit of Liability, or (f) immediately upon expiration of the Bond Period as set forth in Item 2. of the Declarations.

This bond terminates as to any Employee or any partner, officer or employee of any Processor -- (a) as soon as any Insured, or any director or officer not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Termination of the bond as to any Insured terminates liability for any loss sustained by such Insured which is discovered after the effective date of such termination.

In witness whereof, the Underwriter has caused this bond to be executed on the Declarations page.

The Underwriter, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the Insured in applying for this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof, agrees to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

(A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others.

Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee or another person or entity.

As used in this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

ON PREMISES

(B) (1) Loss of Property resulting directly from

(a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof, or

(b) common-law or statutory larceny, committed by a person present in an office of the Insured covered under this bond,

while the Property is lodged or deposited within

- (i) any of the Insured's offices covered under this bond, or
- (ii) offices of any financial institutions, attorneys of the Insured or clearing houses or
- (iii) any premises where the Insured leases safe deposit boxes

or, while lodged or deposited with any authority of a political subdivision in the United States or Canada.

(2) Loss of or damage to

(a) furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in, or by burglary or robbery of, such office, or attempt thereat, or by vandalism or malicious mischief, or

(b) such office resulting from larceny or theft in, or by burglary or robbery of such office or attempt thereat, or to the interior of such office by vandalism or malicious mischief, provided that

- (i) the Insured is the owner of such furnishings, fixtures, supplies, equipment, or office or is liable for such loss or damage, and
- (ii) the loss is not caused by fire.

IN TRANSIT

(C) Loss of Property resulting directly from robbery, common-law or statutory larceny, misplacement, mysterious unexplainable disappearance, being lost or made away with, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of

(a) a natural person acting as a messenger of the Insured (or another natural person acting as messenger or custodian during an emergency arising from the incapacity of the original messenger), or

(b) a Transportation Company and being transported in an armored motor vehicle, or

(c) a Transportation Company and being transported in a conveyance other than an armored motor vehicle provided that covered Property transported in such manner is limited to the following:

- (i) records, whether recorded in writing or electronically, and

- (ii) Certificated Securities issued in registered form and not endorsed, or with restrictive endorsements, and
- (iii) Negotiable Instruments not payable to bearer, or not endorsed, or with restrictive endorsements.

Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the natural person or Transportation Company and ends immediately upon delivery to the designated recipient or its agent.

FORGERY OR ALTERATION

- (D) Loss resulting directly from Forgery or alteration of, on, or in any
1. request made for change of beneficiary in any policy issued by the Insured.
 2. policy loan agreement made with the Insured.
 3. assignment to the Insured of any of its policies.
 4. Negotiable Instruments other than registered or bearer obligations, made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made as herein before set forth.
- A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

SECURITIES

- (E) Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others.
- (1) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of, any original
 - (a) Certificated Security,
 - (b) deed, mortgage or other instrument conveying title to, or creating or discharging a lien upon, real property,
 - (c) Evidence of Debt,
 - (d) corporate, partnership or personal Guarantee,
 - (e) Security Agreement,
 - (f) Letter of Credit,
 - (g) Instruction to a Federal Reserve Bank of the United States, or
 - (h) Statement of Uncertificated Security of any Federal Reserve Bank of the United States which
 - (i) bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar, acceptor, surety, guarantor, or of any person signing in any other capacity which is a Forgery, or
 - (ii) is altered, or
 - (iii) is lost or stolen;
 - (2) guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of attorney, Guarantee, or any items listed in (a) through (g) above;
 - (3) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any item listed in (a) or (b) above which is a Counterfeit.
- Actual physical possession of the items listed in (a) through (h) above by the Insured or its authorized representative is a condition precedent to the Insured's having relied on the faith of such items.
- A mechanically reproduced facsimile signature is treated the same as a handwritten signature.

GENERAL AGREEMENTS

ADDITIONAL OFFICES OR EMPLOYEES – CONSOLIDATION, MERGER OR PURCHASE OF ASSETS – NOTICE

- A. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another institution, such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which

- (a) has occurred or will occur in offices or premises, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities acquired by the Insured as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless the Insured shall
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, Employees and other exposures, and
 - (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

CHANGE OF CONTROL – NOTICE

- B. When the Insured learns of a change in control, it shall give written notice to the Underwriter.

As used in this General Agreement, control means the power to determine the management or policy of a controlling holding company or the Insured by virtue of voting-stock ownership. A change in ownership of voting-stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of ten percent (10%) or more of such stock shall be presumed to result in a change of control for the purpose of the required notice. Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective upon the date of stock transfer.

REPRESENTATION OF INSURED

- C. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond. Any misrepresentation, omission, concealment, or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

JOINT INSURED

- D. If two or more Insureds are covered under this bond, the first named Insured shall act for all Insureds. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss. If the first named Insured ceases to be covered under this bond, the Insured next named shall thereafter be considered as the first named Insured. Knowledge possessed or discovery made by any Insured shall constitute knowledge or discovery by all Insureds for all purposes of this bond. The liability of the Underwriter for loss or losses sustained by all Insureds shall not exceed the amount for which the Underwriter would have been liable had all such loss or losses been sustained by one Insured.

NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED –
ELECTION TO DEFEND

- E. The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 30 days after notice thereof, of any legal proceeding brought to determine the Insured's liability for any loss, claim or damage, which, if established, would constitute a collectible loss under this bond. Concurrently, the Insured shall furnish copies of all pleadings and pertinent papers to the Underwriter.

The Underwriter, at its sole option, may elect to conduct the defense of such legal proceeding, in whole or in part. The defense by the Underwriter shall be in the Insured's name through attorneys selected by the Underwriter. The Insured shall provide all reasonable information and assistance required by the Underwriter for such defense.

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured or any settlement in which the Underwriter participates and all attorneys' fees, costs and expenses incurred by the Underwriter in the defense of the litigation shall be a loss covered by this bond.

If the Insured does not give the notices required in subsection (a) of Section 5 of this bond and in the first paragraph of this General Agreement, or if the Underwriter elects not to defend any causes of action, neither a judgment against the Insured, nor a settlement of any legal proceeding by the Insured, shall determine the existence, extent or amount of coverage under this bond for loss sustained by the Insured, and the Underwriter shall not be liable for any attorneys' fees, costs and expenses incurred by the Insured.

With respect to this General Agreement, subsections (b) and (d) of Section 5 of this bond apply upon the entry of such judgment or the occurrence of such settlement instead of upon discovery of loss. In addition, the Insured must notify the Underwriter within 30 days after such judgment is entered against it or after the Insured settles such legal proceeding, and subject to subsection (e) of Section 5, the Insured may not bring legal proceedings for the recovery of such loss after the expiration of 24 months from the date of such final judgment or settlement.

**CONDITIONS AND
LIMITATIONS**

DEFINITIONS

Section 1. As used in this bond:

- (a) Acceptance means a draft which the drawee has, by signature written thereon, engaged to honor as presented.
- (b) Certificate of Deposit means an acknowledgement in writing by a financial institution of receipt of Money with an engagement to repay it.
- (c) Certificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) represented by an instrument issued in bearer or registered form;
 - (2) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (d) Counterfeit means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

- (e) Employee means
- (1) a natural person in the service of the Insured at any of the Insured's offices or premises covered hereunder whom the Insured compensates directly by salary or commissions and whom the Insured has the right to direct and control while performing services for the Insured;
 - (2) an attorney retained by the Insured and an employee of such attorney while either is performing legal services for the Insured;
 - (3) a person provided by an employment contractor to perform employee duties for the Insured under the Insured's supervision at any of the Insured's offices or premises covered hereunder; and a guest student pursuing studies or duties in any of said offices or premises;
 - (4) an employee of an institution merged or consolidated with the Insured prior to the effective date of this bond; and
 - (5) each natural person, partnership or corporation authorized by the Insured to perform services as data processor of checks or other accounting records of the Insured (not including preparation or modification of computer software or programs), herein called Processor. (Each such Processor, and the partners, officers and employees of such Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond, excepting, however, the second paragraph of Section 12. A Federal Reserve Bank or clearing house shall not be construed to be a processor.)

Employee does not mean brokers, general agents, sub-agents, loan agents, fiscal agents, property management agents, real estate agents, other representatives of the same general character, or independent contractors except contractors as set forth in (2) or (5) above.

- (f) Evidence of Debt means an instrument, including a Negotiable Instrument, executed by a customer of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer's debt to the Insured.
- (g) Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (h) Guarantee means a written undertaking obligating the signer to pay the debt of another to the Insured or its assignee or to a financial institution from which the Insured has purchased participation in the debt, if the debt is not paid in accordance with its terms.
- (i) Instruction means a written order to the issuer of an Uncertificated Security requesting that the transfer, pledge, or release from pledge of the Uncertificated Security specified be registered.
- (j) Letter of Credit means an engagement in writing by a bank or other person made at the request of a customer that the bank or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit.
- (k) Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
- (l) Negotiable Instrument means any writing
- (1) signed by the maker or drawer; and
 - (2) containing any unconditional promise or order to pay a sum certain in Money and no other promise, order, obligation or power given by the maker or drawer; and
 - (3) is payable on demand or at a definite time; and
 - (4) is payable to order or bearer.
- (m) Property means Money, Certificated Securities, Uncertificated Securities of any Federal Reserve Bank of the United States, Negotiable Instruments, Certificates of Deposit, Acceptances, Evidences of Debt, Security Agreements, Withdrawal Orders, Letters of Credit, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, books of account and other records whether recorded in writing or electronically and tangible items of personal property which are not hereinbefore enumerated.
- (n) Security Agreement means an agreement which creates an interest in personal property or fixtures and which secures payment or performance of an obligation.
- (o) Statement of Uncertificated Security means a written statement of the issuer of an Uncertificated Security containing:
- (1) A description of the Issue of which the Uncertificated Security is a part;
 - (2) the number of shares or units:
 - (a) transferred to the registered owner;

- (b) pledged by the registered owner to the registered pledgee;
- (c) released from pledge by the registered pledgee;
- (d) registered in the name of the registered owner on the date of the statement; or
- (e) subject to pledge on the date of the statement;
- (3) the name and address of the registered owner and registered pledgee;
- (4) a notation of any liens and restrictions of the issuer and any adverse claims to which the Uncertificated Security is or may be subject or a statement that there are none of those liens, restrictions or adverse claims; and
- (5) the date
 - (a) the transfer of the shares or units to the new registered owner of the share or units was registered;
 - (b) the pledge of the registered pledgee was registered, or
 - (c) of the statement, if it is a periodic or annual statement.
- (p) Transportation Company means any organization which provides its own or leased vehicles for transportation or which provides freight forwarding or air express services.
- (q) Uncertificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in on securities exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

EXCLUSIONS

Section 2. This bond does not cover:

- (a) loss resulting directly or indirectly from forgery or alteration, except when covered under Insuring Agreements (A), (D), or (E);
- (b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit;
- (c) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy;
- (d) loss resulting directly or indirectly from any acts of any director or trustee of the Insured other than one employed as a salaried, pensioned or elected official or an Employee of the Insured, except when performing acts coming within the scope of the usual duties of an Employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or trustees of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured;
- (e) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any loan or transaction involving the Insured as a lender or borrower, or extension of credit, including the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses, except when covered under Insuring Agreements (A), (D), or (E);
- (f) loss resulting directly or indirectly from
 - (i) an incorrectly or dishonestly prepared title search, survey, inspection or other report made by an Employee,
 - (ii) a defective document or instrument taken by the Insured whether or not the Employee accepting such document or instrument knew of such defect, or,
 - (iii) contractual or extra-contractual liability sustained by the Insured in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

- (g) loss caused by an Employee, except when covered under Insuring Agreement (A) or when covered under Insuring Agreement (B) or (C) and resulting directly from misplacement, mysterious unexplainable disappearance or destruction of or damage to Property;
- (h) loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements (A) or (E);
- (i) loss resulting directly or indirectly from trading, with or without the knowledge of the Insured, whether or not represented by any indebtedness or balance shown to be due the Insured on any account, actual or fictitious, and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness, or balance, except when covered under Insuring Agreements (D) or (E);
- (j) loss of any tangible item of personal property which is not specifically enumerated in the paragraph defining Property if such property is specifically insured by other insurance of any kind and in any amount obtained by the Insured, and in any event, loss of such property occurring more than 60 days after the Insured takes possession of such property, except when covered under Insuring Agreement (A);
- (k) loss of Property while
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C) except when covered under Insuring Agreement (A);
- (l) potential income, including but not limited to interest and dividends, not realized by the Insured;
- (m) loss through the surrender of Property away from an office of the Insured as a result of a threat
 - a. to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or
 - b. to do damage to the premises or property of the Insured, except when covered under Insuring Agreement (A);
- (n) damages of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (o) all fees, costs and expenses incurred by the Insured
 - c. in establishing the existence of or amount of loss covered under this bond, or
 - d. as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;
- (p) indirect or consequential loss of any nature;
- (q) loss resulting from any violation by the Insured or by any Employee
 - e. of law regulating (i) the issuance, purchase or sale of securities, (ii) securities transactions upon security exchanges or over the counter market, (iii) investment companies, or (iv) investment advisers, or
 - f. of any rule or regulation made pursuant to any such law, unless it is established by the Insured that the act or acts which caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to the Insured in a similar amount in the absence of such laws, rules or regulations;
- (r) loss resulting directly or indirectly from the failure of a financial or depository institution, or its receiver or liquidator, to pay or deliver, on demand of the Insured, funds or Property of the Insured held by it in any capacity, except when covered under Insuring Agreements (A) or (B)(1)(a);
- (s) loss involving any Uncertificated Security except an Uncertificated Security of any Federal Reserve Bank of the United States or when covered under Insuring Agreement (A);
- (t) damages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, "racketeering activity" is defined in 18 United States Code 1961 et seq., as amended;
- (u) loss resulting directly or indirectly from any dishonest or fraudulent act or acts committed by any non- Employee securities, commodities, money, mortgage, real estate, loan, insurance, property management, investment banking broker, agent or other representative of the same general character.

DISCOVERY

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond.

LIMIT OF LIABILITY

Section 4.

Aggregate Limit of Liability

The Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2 of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3 of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

- (a) The Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter, and
- (b) The Underwriter shall have no obligation under General Agreement E to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall not be increased or reinstated by any recovery made and applied in accordance with subsections (a), (b) and (c) of Section 7. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability.

Single Loss Limit of Liability

Subject to the Aggregate Limit of Liability, the Underwriter's liability for each Single Loss shall not exceed the applicable Single Loss Limit of Liability shown in Item 4 of the Declarations. If a Single Loss is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable Single Loss Limit of Liability.

Single Loss Defined

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the Underwriter under General Agreement E, resulting from

- (a) anyone act or series of related acts of burglary, robbery or attempt thereof, in which no Employee is implicated, or
- (b) anyone act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) anyone casualty or event not specified in (a) (b) or (c) preceding.

NOTICE/PROOF – LEGAL PROCEEDINGS
AGAINST UNDERWRITER

Section 5.

- (a) At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Insured shall give the Underwriter notice thereof.
- (b) Within 6 months after such discovery, the Insured shall furnish to the Underwriter proof of loss, duly sworn to, with full particulars.
- (c) Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- (d) Legal proceedings for the recovery of any loss hereunder shall not be brought prior to the expiration of 60 days after the original proof of loss is filed with the Underwriter or after the expiration of 24 months from the discovery of such loss.
- (e) If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.
- (f) This bond affords coverage only in favor of the Insured. No suit, action or legal proceedings shall be brought hereunder by anyone other than the named Insured.

VALUATION

Section 6. Any loss of Money, or loss payable in Money, shall be paid, at the option of the Insured, in the Money of the country in which the loss was sustained or in the United States of America dollar equivalent thereof determined at the rate of exchange at the time of payment of such loss.

Securities

The Underwriter shall settle in kind its liability under this bond on account of a loss of any securities or, at the option of the Insured, shall pay to the Insured the cost of replacing such securities, determined by the market value thereof at the time of such settlement. In case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of securities, the amount of such loss shall be the value of privileges immediately preceding the expiration thereof. If such securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the applicable coverage of this bond is subject to a Deductible Amount and/or is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage.

Books of Account and Other Records

In case of loss of, or damage to, any books of account or other records used by the Insured in its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of the blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

Property other than Money, Securities or Records

In case of loss of, or damage to, any Property other than Money, securities, books of account or other records, or damage covered under Insuring Agreement (B)(2), the Underwriter shall not be liable for more than the actual cash value of such Property, or of items covered under Insuring Agreement (B)(2). The Underwriter may, at its election, pay the actual cash value of, replace or

repair such property. Disagreement between the Underwriter and the Insured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.

Set – Off

Any loss covered under this bond shall be reduced by a set-off consisting of any amount owed to the Employee (or to his or her assignee) causing the loss if such loss is covered under Insuring Agreement (A).

ASSIGNMENT – SUBROGATION – RECOVERY – COOPERATION

Section 7.

- (a) In the event of payment under this bond, the Insured shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's rights, title and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment under this bond, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefor against any person or entity to the extent of such payment.
- (c) Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of the expense of such recovery first to the satisfaction of the Insured's loss which would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's claim, and thirdly, to the Insured in satisfaction of any Deductible Amount. Recovery on account of loss of securities as set forth in the second paragraph of Section 6 or recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein.
- (d) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter the Insured shall
 - (1) submit to examination by the Underwriter and subscribe to the same under oath; and
 - (2) produce for the Underwriter's examination all pertinent records; and
 - (3) cooperate with the Underwriter in all matters pertaining to the loss.
- (e) The Insured shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured shall do nothing after discovery of loss to prejudice such rights or causes of action.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE

Section 8. With respect to any loss set forth in sub-section (c) of Section 4 of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

If the coverage of this bond supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an Insurer other than the Underwriter and terminated, canceled or allowed to expire, the Underwriter, with respect to any loss sustained prior to such termination, cancellation or expiration and discovered within the period permitted under such other bond or policy for the discovery of loss thereunder, shall be liable under this bond only for that part of such loss covered by this bond as is in excess of the amount recoverable or recovered on account of such loss under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

OTHER INSURANCE OR INDEMNITY

Section 9. Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the Insured, or by one other than the Insured on Property subject to exclusion (j) or by a Transportation Company, or by another entity on whose premises the loss occurred or which employed the person causing the loss or the messenger conveying the Property involved.

OWNERSHIP

Section 10. This bond shall apply to loss of Property (1) owned by the Insured, (2) held by the Insured in any capacity, or (3) for which the Insured is legally liable. This bond shall be for the sole use and benefit of the Insured named in the Declarations.

DEDUCTIBLE AMOUNT

Section 11. The Underwriter shall be liable hereunder only for the amount by which any single loss, as defined in Section 4, exceeds the Single Loss Deductible amount for the Insuring Agreement or Coverage applicable to such loss, subject to the Aggregate Limit of Liability and the applicable Single Loss Limit of Liability.

The Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of any loss of the kind covered by the terms of this bond, whether or not the Underwriter is liable therefor, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

TERMINATION OR CANCELATION

Section 12. This bond terminates as an entirety upon occurrence of any of the following:--(a) 60 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond, or (b) immediately upon the receipt by the Underwriter of a written notice from the Insured of its desire to cancel this bond, or (c) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal officials, or (d) immediately upon the taking over of the Insured by another institution, or (e) immediately upon exhaustion of the Aggregate Limit of Liability, or (f) immediately upon expiration of the Bond Period as set forth in Item 2 of the Declarations.

This bond terminates as to any Employee or any partner, officer or employee of any Processor-- (a) as soon as any Insured, or any director or officer not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Termination of the bond as to any Insured terminates liability for any loss sustained by such Insured which is discovered after the effective date of such termination.

In witness whereof, the Underwriter has caused this bond to be executed on the Declarations Page.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS EXCLUSIONS**, Section 2 is amended by adding the following:

loss resulting directly or indirectly from the theft, disappearance, destruction or disclosure of confidential information including but not limited to, trade secrets, personal customer information, customer lists, a customer's personally identifiable financial or medical information and intellectual property, whether such confidential information is owned by the insured or held by the insured in any capacity including concurrently with another person."

2. The following Section is added to the **CONDITIONS AND LIMITATIONS** of the bond:

As used in this bond, loss does not include expenses arising from a data security breach, including but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD INSURING AGREEMENT G

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 14

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The following INSURING AGREEMENT is added to the bond:

(G) Loss resulting directly from the fact that an issuer of securities, transfer agent, bank, banker or trust company received from the Insured or the New York Stock Exchange specimen copies of the Insured's mechanically reproduced facsimile signature and acted in reliance upon any false, fraudulent or unauthorized reproduction of such facsimile signature, whether such facsimile signature is the facsimile signature duly adopted by the Insured or is one resembling or purporting to be such facsimile signature, regardless of by whom or by what means the same may have been imprinted, and whether or not such loss is sustained by reason of the Insured's having entered into an agreement to be legally liable when such facsimile signature or one resembling or purporting to be such facsimile signature is used, provided, however that:

- (a) such facsimile signature is used on a document
 - (1) as the signature to an assignment or other instrument authorizing or effecting the transfer of shares of stock, or other registered securities, which may now or at any time hereafter be registered in the name of the Insured on the books of the association, company or corporation issuing the same; or
 - (2) as the signature to a power of substitution, designating a substitute or substitutes to make the actual transfer on the books of the issuer of shares of stock, or other registered securities, in respect of which the Insured may now or at any time hereafter be named as attorney to effect said transfer, whether said power of substitution is embodied in an rider on the certificate for said shares of stock or other registered security or in a separate instrument;
- (b) the New York Stock Exchange has not interposed any objections to the use by the Insured of such facsimile signature and such agreement, if any, was

required by said Exchange as a condition to its failing to interpose any such objection; and
(c) this INSURING AGREEMENT (G) shall not apply to any Certificated Securities which are Counterfeit.

2. Sub-sections (a) and (e) of **CONDITIONS AND LIMITATIONS, EXCLUSIONS** Section 2. of the attached bond shall not apply to INSURING AGREEMENT (G).

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD OR DELETE JOINT INSUREDS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

At the request of the Insured, the Underwriter adds to/deducts from the list of Insured(s) under the attached bond the following:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. As of the date shown below in item 3, the remaining Aggregate Limit of Liability of the Underwriter for the remainder of the Bond Period is \$_____.
2. In consideration of an additional premium, the Aggregate Limit of Liability is increased from the amount shown above in item 1 to \$_____. Such amount applies only to losses discovered after the effective date of this rider, and in no event shall the aggregate of all payments made for loss discovered during the remainder of the Bond Period exceed this amount. Losses discovered prior to the effective date shown on this rider, and unpaid as of that date, shall be subject to the remaining Aggregate Limit of Liability shown in item 1 above.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**AGREEMENT (B)(1) ON PREMISES AMENDED RIDER
(THEFT AND FALSE PRETENSES;
ANY OFFICES OR PREMISES WHERE PROPERTY IS LODGED OR DEPOSITED)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **INSURING AGREEMENTS, ON PREMISES, (B)(1)** is deleted in its entirety and replaced with the following:

(B)(1) Loss of items enumerated in the definition of Property resulting directly from:

- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof; or
- (b) theft, false pretenses, common-law or statutory larceny, committed by a person present in an office or on the premises of the Insured or on the premises where the Property is lodged or deposited;

while the Property is lodged or deposited within offices or premises located anywhere.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND DEFINITION OF EMPLOYEE RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 14

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS, DEFINITIONS, Section 1. (e)** Employee is amended to include the following:

(7) a natural person assigned to perform employee duties for the Insured by any agency furnishing either temporary or leased personnel, or by an employment contractor, on a contingent, part-time or full-time basis; provided, however, this bond will be excess of any other insurance or suretyship held by such agency or employment contractor;

(8) any former employee for up to ninety (90) days after termination, unless said employee was discharged for a dishonest act covered by the bond;

(9) a member of the Board of Directors of the Insured, or a member of an equivalent body, when performing acts coming within the scope of the usual duties of an employee as defined in (e)(1) or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or equivalent body to perform specific, as distinguished from general, directorial acts on behalf of the Insured;

(10) any non-fund soliciting volunteer workers or interns or students while working under the direction and control of the Insured, whether or not they are compensated;

(11) any employee who has been granted a prior dishonesty waiver by any insurer providing a Fidelity Bond to the Insured;

(12) retired employees brought back on a contingent or part time basis;

(13) Consultants, while:

- (a) a consultancy agreement is in effect between the Insured and such Consultant or between the Insured and the Consultant's company or firm;
- (b) the Consultant is under the supervision, direction and control of the Insured; and

(c) the Consultant is performing acts within the scope of the executed consultancy agreement

provided, however, this bond will be excess of any other insurance or suretyship held by such Consultant; and

(14) each natural person, partnership or corporation authorized under written contract with the Insured to design, prepare, supply or service electronic computer instructions for computer systems of the Insured, (herein called "independent software contractor"); each independent software contractor and the partners, officers and employees of the independent software contractor shall, collectively, be deemed to one employee for all the purposes of the bond.

An employee of one Insured is considered an employee of all Insureds covered under this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND INSURING AGREEMENT (F) COUNTERFEIT CURRENCY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that INSURING AGREEMENT, COUNTERFEIT CURRENCY (F) is deleted in its entirety and replaced and replaced with the following:

CONTERFEIT CURRENCY

(F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of any country in the world.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND KNOWLEDGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS, DISCOVERY**, Section 3. is deleted in its entirety and replaced with the following:

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery of loss occurs when a manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent, first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when any of the foregoing individuals receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this bond.

2. **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is deleted in its entirety and replaced with the following:

NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER

Section 5.

After discovery of loss occurs pursuant **CONDITIONS ANDE LIMITATIONS, DISCOVERY**, Section 3. you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;

- c. Give us a detailed, sworn proof of loss within 120 days; and
 - d. Cooperate with us in the investigation and settlement of any claim.
3. The second paragraph of **CONDITIONS AND LIMITATIONS**, TERMINATION OR CANCELLATION, Section 12. is deleted in its entirety and replaced with the following:

Coverage under this Bond is cancelled as to any Employee:

- a. Immediately upon discovery by:
 - (1) A manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent; or
 - (2) Any of your partners, officers or directors not in collusion with the Employee; or
 - (3) As to any Employee benefit plan(s), any trustee, fiduciary or plan administrator not in collusion with the Employee;of any dishonest act committed by that Employee whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Bond, there is no coverage under Insuring Agreement 1. For loss or losses resulting from acts committed by that Employee after the date of such discovery; or
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND REPRESENTATION OF INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that GENERAL AGREEMENTS, REPRESENTATION OF INSURED, D. is deleted in its entirety and replaced and replaced with the following:

D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

APPLICATION RELIANCE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The Underwriter has relied upon the accuracy and completeness of all of the statements made and information and documentation submitted to us in connection with the underwriting of this bond, including, but not limited to, all such statements and information contained in any application of insurance, whether included in an application provided by this company or some other company. All such statements, information and documentation are the basis of this bond, and are incorporated into this bond

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CANCELLATION OF EXISTING RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. This bond is hereby amended by cancelling and terminating that certain Rider (hereinafter called Cancelled Rider) more fully described as follows:_____ so that from and after the effective date hereof, this bond shall continue in force without the amendment contained in the said Cancelled Rider.
2. The amendment of this bond effected hereby shall apply to loss or losses sustained at any time but discovered on and after the effective date hereof.
3. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND TERMINATION OR CANCELLATION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS** TERMINATION OR CANCELLATION, Section 12. Is amended by adding the following:

No cancellation of this bond, as an entirety, whether by or at the request of the Insured or by the Underwriter, shall take effect prior to the expiration of ____ days after written notice of such cancellation has been filed with _____ unless an earlier date of such cancellation is approved by said _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

NOTICE TO EXCHANGE RE CANCELLATION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS TERMINATION OR CANCELLATION**, Section 12. Is amended by adding the following:

The Underwriter will mark its records to indicate that _____ located at _____ (herein called Exchange) is to be notified promptly concerning whether such cancellation be effected by notice from the Insured or the Underwriter and will use its best efforts to notify said Exchange but failure to so notify said Exchange shall not impair or delay the effectiveness of such cancellation.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

NOTICE TO SEC RE CANCELLATION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS** TERMINATION OR CANCELLATION, Section 12. Is amended by adding the following:

The Underwriter will mark its records to indicate that the Securities and Exchange Commission is to be notified sixty days prior to cancellation or substantial modification of the attached bond, whether at the request of the Insured or the Underwriter, and will use its best efforts to notify said Commission but failure to so notify said Commission shall not impair or delay the effectiveness of such cancellation.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CASH LETTER RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. The following **Insuring Agreement** is added to the bond:

TRANSIT CASH LETTER

Loss resulting directly from the physical destruction or other loss of:

- (1) an item enclosed and listed in a Transit Cash Letter while in transit between any office of the Insured and any place in the United States of America or Canada during the course of collection, presentation or payment, provided that such item is still missing 21 days after the Insured learns that the item has not arrived at the destination; or
- (2) a canceled check (or checks) drawn by a customer after such check (or checks) has been charged to the customer's account and after a statement of the condition of the account purporting to enclose such check (or checks) has been dispatched or delivered to the customer.

The Underwriter will also indemnify the Insured for the wages paid to temporary employees and overtime wages paid to regular employees for necessary services rendered in identifying the depositors of lost items, and in assisting those depositors in obtaining duplicates thereof and also necessary costs incurred in the use of mechanical devices and materials in obtaining duplicates of the Transit Cash Letter items(s) where such devices and materials are not owned by the Insured.

2. It shall be a condition precedent to the Insured's right of recovery under this Insuring Agreement that the Insured agrees to photograph the front and back or otherwise make a descriptive record of each item enclosed in a Transit Cash Letter. However, if no photograph of the item can be produced because of equipment failure or error by an Employee, coverage shall not be denied for that reason. A descriptive record of an item shall provide information identifying the bank upon which the item is drawn, the payee, the drawer or maker of the item, the amount payable, the date of the item and any other information necessary to reconstruct the item.
3. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2. is amended by adding the following exclusion thereto:
loss resulting directly or indirectly from a dishonest or fraudulent of a correspondent or drawee bank to which the Transit Cash Letter involved in the loss is transmitted or addressed, except when covered under Insuring Agreement (A).
4. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2. (h) and (r) are deleted in there entirety and replaced with the following respectively:
 - (h) loss caused by an Employee, except when covered under Insuring Agreements (A) or when covered under Insuring Agreement (B), (C) or under the TRANSIT CASH LETTER Insuring Agreement, and resulting directly from the misplacement, the mysterious unexplainable disappearance or the destruction of, or the damage to, Property;
 - (r) loss of Property while:
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C) or the TRANSIT CASH LETTER Insuring Agreement;except when covered under Insuring Agreement (A);As used herein, "Transit Cash Letter" means any letter or package containing checks, drafts and similar items (itemized by separate amounts and accepted by the Insured for deposit, payment, collection or encashment) sent by the Insured to another office of the Insured, to a processing center, to a correspondent bank or to a Federal Reserve Bank for deposit, payment, collection or encashment.
5. The Underwriter's Aggregate Liability under the TRANSIT CASH LETTER Insuring Agreement shall be \$XXXX, which shall be part of, not in addition to, the Aggregate Limit of Liability in Item 3. of the Declarations. A deductible amount of \$XXXX shall apply to each and every loss under the TRANSIT CASH LETTER Insuring Agreement.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**CEASE AND DESIST ORDER/REGULATORY ORDER OR
MEMORANDUM OF UNDERSTANDING EXCLUSIONARY RIDER**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. Notwithstanding anything in the bond to the contrary, this bond does not cover any loss of any Insured that, as of the First Inception Date, was the subject of a cease and desist order, regulatory order, memorandum of understanding, or any similar document limiting such Insured's ability to conduct business.
2. For purposes of this rider, First Inception Date means the inception date of the first Financial Institutions Bond issued by the Underwriter or any other affiliate of Berkshire Hathaway Specialty Insurance Company (BHSIC) to the Insured and continually renewed by Underwriter or any other BHSIC affiliate until the inception date of this current bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CHANGE OF NAME OR ADDRESS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Underwriter gives its consent to the change of the Name or Principal Address of the Insured from

To

PROVIDED, however, that the liability of the Underwriter under this bond prior to the effective date of this Rider and under this bond as changed by this Rider shall not be cumulative.

2. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CLAIMS EXPENSE RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS EXCLUSIONS**, Section 2. (u) Is deleted in its entirety and replaced with the following:

- (u) all fees, costs and expenses incurred by the Insured:
- (1) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond, or
 - (2) in establishing the existence of or the amount of loss covered under this bond, except the Company shall be liable for the necessary and reasonable claim expense (excluding employees salary) incurred by the Insured in preparing any claim under this bond. It is further agreed that if no loss is established hereunder, then the Insured will bear all such expenses.

The limit of liability hereunder shall be \$ [REDACTED] and shall be part of and not in addition to the Company's limit of liability under each Insuring Agreement. There shall be no coverage hereunder for any expenses arising out of any legal dispute, suit or arbitration with the Company.

A \$ [REDACTED] single loss deductible shall apply to the coverage hereunder.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER CRIME COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14 and 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. All the terms and conditions of bond form **XXXX (X/XX)** shall apply to coverage as is afforded by this rider unless specifically stated otherwise herein or in any other rider attached to this bond.
2. **Item 4.** of the **Declarations** is amended by adding the following Insuring Agreements or Coverage:

	Single Loss Limit of Liability	Single Loss Deductible
Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX
Data Processing Service Operations	\$XXXXXXXX	\$XXXXXXXX
Voice Initiated Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Telefacsimile Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Hacker	\$XXXXXXXX	\$XXXXXXXX
Voice Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX

3. The following is added to the **Declarations**:

Item ____.

Voice Initiated Transfer Fraud

Under the terms of the Voice Initiated Transfer Fraud Insuring Agreement, the Insured must place verification call-back for each transfer in excess of \$XXXXXXXX

Telefacsimile Transfer Fraud

Under the terms of the Telefacsimile Transfer Fraud Insuring Agreement, the Insured must place a verification call-back for each transfer in excess of \$XXXXXXXX

4. The following **Insuring Agreements** are added to the bond:

COMPUTER SYSTEMS FRAUD

(CS) Loss resulting directly from a fraudulent:

- (1) entry of Electronic Data or Computer Program into, or
- (2) change of Electronic Data or Computer Program within

any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the bond period; as provided by **General Agreements B**; provided the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

DATA PROCESSING SERVICE OPERATIONS

(DP) Loss sustained by a Client of the Insured resulting directly from a fraudulent:

- (1) entry of Electronic Data or a Computer Program into, or
- (2) change of Electronic Data or a Computer Program within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement, or
- (3) entry or change of Electronic Data during electronic transmission or physical transit from the Insured to its Client, provided that the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Client, or a customer of the Client, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited,

and for which loss the Insured is legally liable to the Client as a provider of data processing services for such Client.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

In this Insuring Agreement, Client means an entity for which the Insured serves as data processor under the terms of a written agreement.

VOICE INITIATED TRANSFER FRAUD

(VI) Loss resulting directly from the Insured having, in good faith, transferred Funds from a Customer's account through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent voice instruction transmitted by telephone which was purported to be from:

- (1) an officer, director, partner or employee of a Customer of the Insured who was authorized by the Customer to instruct the Insured to make such transfer,
- (2) an individual person who is a Customer of the Insured, or
- (3) an Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds,

and was received by an Employee of the Insured specifically designated to receive and act upon such instructions, but the voice instruction was not from a person described in (1), (2) or (3) above, provided that:

- (i) such voice instruction was electronically recorded by the Insured and required password(s) or code word(s) given; and
- (ii) if the transfer was in excess of the amount shown in paragraph 3. of this rider, as the verification call-back amount for this Insuring Agreement, the

voice instruction was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on voice instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

TELEFACSIMILE TRANSFER FRAUD

(TT) Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

- (1) purports and reasonably appears to have originated from:
 - (a) a Customer of the Insured,
 - (b) another financial institution, or
 - (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears, and

- (2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it, and
- (3) contains the name of a person authorized to initiate such transfer;

provided that, if the transfer was in excess of the amount shown in paragraph **3.** of this rider as the verification call-back amount for this Insuring Agreement, the instructions was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

(DDH) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonable necessary to restore the Computer Programs to substantially the previous level of operational capability.

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

(DDV) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability.

Special Condition: Under this Insuring Agreement, "Single Loss" means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate "Single Loss."

VOICE COMPUTER SYSTEM FRAUD

(VCS) Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account Code or System Password required to obtain access to a Voice Computer System owned or leased by the Insured, installed on the Insured's premises, whose System Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

Special Condition: Under this Insuring Agreement, "Single Loss" means loss resulting from toll call charges made only on telephone lines directly controlled by one Voice Computer System and only toll call charges occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charge was made.

5. **GENERAL AGREEMENTS B.** is deleted in its entirety and replaced with the following:

**ADDITIONAL OFFICES OR EMPLOYEES OR COMPUTER SYSTEMS —
CONSOLIDATION, MERGER OR PURCHASE OF ASSETS OR COMPUTER SYSTEMS**

- B.** If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities or computer systems of, another institution, such offices and computer systems shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities or computer systems of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (a) has occurred or will occur in offices or premises or computer systems, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities or computer systems acquired by the Insured as a result of such consolidation, merger or purchase of assets or liabilities or computer systems unless the Insured shall:
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase of assets or liabilities or computer systems prior to the proposed effective date of such action; and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises or computer systems, Employees and other exposures; and
 - (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

6. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, "Property" is amended to include Electronic Data and Computer Programs.

7. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. is amended by adding the following definitions thereto:

- (i) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the System.
- (ii) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (iii) Computer System means:
 - (1) computers with related peripheral components, including storage components wherever located;
 - (2) systems and applications software;
 - (3) terminal devices; and
 - (4) related communication networks, including the internet by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (iv) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (v) Funds means Money on deposit in an account.
- (vi) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity allowed by a hardware or software-based System option that has been incorporated by a manufacturer or vendor into a System or any component thereof provided said System option is not intended for the sole use of such manufacturer or vendor.
- (vii) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
- (viii) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.
- (ix) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
- (x) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon by the Insured and a

- customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.
- (xi) Uncertificated Security means a share, participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:
- (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in securities, exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (xii) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

8. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2. is amended by adding the following exclusions thereto:**

- (i) any loss of the type or kind covered by any other Insuring Agreement provided in this bond, regardless of any deductible amount or limit of liability;
- (ii) loss caused by a director or Employee of the Insured or by a person in collusion with any director or Employee of the Insured; (Collusion shall include the willful withholding of knowledge from the Insured by any director or Employee that a fraudulent act by a person not an Employee has been or will be perpetrated against the Insured.);
- (iii) loss resulting directly or indirectly from entry or change Computer Programs in a Computer System, unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (iv) loss resulting directly or indirectly from the Insured having transferred Funds in reliance on the validity of a voice instruction, unless covered under the **COMPUTER SYSTEMS FRAUD** or **VOICE INITIATED TRANSFER FRAUD** Insuring Agreements;
- (v) loss resulting directly or indirectly by the Insured having transferred or delivered Funds, Certificated Securities or Uncertificated Securities in reliance on an instruction received through a Telefacsimile Device, unless covered under the **TELEFACSIMILE TRANSFER FRAUD** Insuring Agreement;
- (vi) loss resulting directly or indirectly from theft of confidential information;
- (vii) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and would be imposed on the Insured regardless of the existence of the contract;

- (viii) the cost of duplication of Electronic Data or Computer Programs, unless covered under the **DESTRUCTION OF DATA OR PROGRAMS BY HACKER** or **DESTRUCTION OF DATA OR PROGRAMS BY VIRUS** Insuring Agreements;
- (ix) loss involving a Voice Computer System, unless covered under the **VOICE COMPUTER SYSTEM FRAUD** Insuring Agreement;
- (x) loss resulting directly or indirectly from:
 - (1) written instructions or advices, or
 - (2) telegraphic or cable instructions or advices;

unless the instructions or advices are Tested and the loss is covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xi) loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (xii) loss resulting directly or indirectly from the fraudulent preparation, or fraudulent modification of Computer Programs unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xiii) loss resulting directly or indirectly from:
 - a. mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System; or
 - b. failure or breakdown of electronic data processing media; or
 - c. error or omission in programming or processing;
- (xiv) loss as a result of a threat to Computer System operations;
- (xv) loss resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card to gain access to the Insured's Voice Computer System;
- (xvi) loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such customer by a person who had authorized access to the customer's authentication mechanism;
- (xvii) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason;

- (xviii) loss of potential income, including but not limited to interest and dividends;
- (xix) loss of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (xx) any fees, costs and expenses incurred by the Insured;
- (xxi) indirect or consequential loss of any nature;
- (xxii) loss involving automated mechanical devices which on behalf of the Insured, disburse money, accept deposits, cash checks, drafts or similar written instruments, or make credit card loans;
- (xxiii) loss due to riot or civil commotion or loss due to military, naval or usurped power, war or insurrection;
- (xxiv) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this exclusion shall not apply to loss resulting from industrial uses of nuclear energy; and
- (xxv) loss as a result of a threat
 - 1) to do bodily harm to any person;
 - 2) to do damage to the premises or property of the Insured; or
 - 3) to Computer Systems operations;

9. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is amended by adding the following thereto:

- (g) Proof of loss for claim under the Voice Initiated Transfer Fraud Insuring Agreement must include electronic recordings of such voice instructions and the verification call-back, if such call-back was required.
- (h) Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CONCURRENT INSURANCE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Insured will carry, concurrently with this bond, additional insurance as follows:

INSURANCE	NAME OF INSURER	AMOUNT
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2. The Underwriter shall not be liable under this bond for a greater proportion of any loss than the ratio that the applicable Single Loss Limit of Liability under this bond bears to the sum of the applicable Single Loss Limit of Liability under this bond plus the amount of such additional insurance listed above plus the applicable limit of insurance of any other valid and collectible concurrent insurance or suretyship covering such loss. This limitation on the liability of the Underwriter applies whether or not the additional insurance described in paragraph 1 was actually carried, and if carried, whether or not it is valid or collectible.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COVERED PROPERTY AMENDATORY RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS OWNERSHIP**, Section 10. Is deleted in its entirety and replaced with the following:

OWNERSHIP

Section 10. This bond shall apply to loss of Property (1) owned by the Insured, (2) held by the Insured in any capacity, or (3) for which the Insured is legally liable. This bond shall be for the sole use and benefit of the Insured named in the Declarations; provided, however, that coverage provided under the Insuring Agreements of this bond shall be deemed to include amounts which the Insured is legally liable to pay to a third party as a direct result of loss otherwise meeting the conditions and limitations of this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

INSURED'S ERISA PLANS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the following is added to the **GENERAL AGREEMENTS**:

If any Employee or director of the Insured is required to provide a bond to a health, welfare or pension plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA) (hereinafter the Plan), the majority of whose beneficiaries are Employees or former Employees of the Insured, the Plan shall be deemed an Insured under this bond for the purposes of Insuring Agreement (A) only and, in addition to all other terms and conditions of this bond, subject to the following:

1. The deductible required by **CONDITIONS AND LIMITATIONS** Section 11. of this bond shall be applicable to a loss suffered by the Plan only after the Plan has received from the underwriter:
 - (a) The lesser of \$500,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered. If the Plan does not hold "employer securities" within the meaning of section 407(d)(1) of ERISA; or
 - (b) The lesser of \$1,000,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered, if the Plan holds "employer securities" within the meaning of section 407(d)(1) of ERISA.
2. Notwithstanding **CONDITIONS AND LIMITATIONS**, Section 3. of this bond, loss suffered by the Plan is covered if discovered during the term of this bond or within one year thereafter, but if discovered during said one year period, the loss payable under this bond shall be reduced by the amount recoverable from any other bond or insurance protecting the assets of the Plan against loss through fraud or dishonesty; and
3. If more than one Plan subject ERISA is an Insured pursuant to this **GENERAL AGREEMENT**, the Insured shall purchase limits sufficient to provide the minimum amount of coverage

required by ERISA for each Plan and shall distribute any payment made under this bond to said Plans so that each Plan receives the amount it would have received if insured separately for the minimum coverage which ERISA required it to have.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

FINRA RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The attached bond is amended by inserting as an additional part in **CONDITIONS AND LIMITATIONS** DEFINITIONS, Section 1(e) Employee the following:

A person who is a registered representative or registered principal associated with an Insured except a:

- (i) sole proprietor;
- (ii) sole stockholder;
- (iii) director or a trustee of an Insure who is not performing acts coming within the scope of the usual duties of an officer or an employee; or
- (iv) partner.

2. The Underwriter will mark its records to indicate that the Financial Industry Regulatory Authority ("FINRA") is to be notified promptly concerning the cancellation or substantial modification of the attached bond, including termination of the bond upon exhaustion of the Aggregate Limit of Liability, whether at the request of the Insured or the Underwriter. The Underwriter will use its best efforts to so notify FINRA but failure to so notify FINRA shall not impair or delay the effectiveness of any such cancellation or modification.
3. The attached bond is amended by deleting the third paragraph of **GENERAL AGREEMENTS NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED—ELECTION TO DEFEND F.** in its entirety and replacing it with the following:

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured and any settlement in which the Underwriter participates shall be a loss covered by this bond. Attorneys' fees, costs and expenses incurred and paid by the Underwriter in defense of the litigation shall reduce, and shall be a part of, only any portion of the Single Loss Limit of

Liability that exceeds the minimum coverage required by Rule 4360 of FINRA as applied to the Insured.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

FRAUDULENT TRANSFER INSTRUCTIONS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The following INSURING AGREEMENT is added to the bond:

FRAUDULENT TRANSFER INSTRUCTIONS

Loss resulting directly from the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent instruction transmitted to the Insured via telefacsimile, telephone, or electronic mail; provided however that

- (1) The fraudulent instruction purports, and reasonably appears, to have originated from:
 - a. such Customer;
 - b. an Employee acting on instructions of such Customer; or
 - c. another financial institution acting on behalf of such Customer with authority to make such instructions; and
- (2) The sender of the fraudulent instruction verified the instruction with the password, PIN, or other security code of such Customer; and
- (3) The sender was not, in fact, such Customer, was not authorized to act on behalf of such Customer, and was not an Employee of the Insured; and
- (4) The instruction was received by an Employee of the Insured specifically authorized by the Insured to receive and act upon such instructions; and
- (5) For any transfer exceeding the amount set forth in Item 8. of this Rider, the Insured verified the instruction via a call back to a predetermined phone number set forth in the Insured's Written agreement with such Customer or other verification procedure approved in writing by the Underwriter; and
- (6) The Insured preserved a contemporaneous record of the call back, if any, and of the instruction which verifies use of the authorized password, PIN or other security code of the Customer.

2. As used in this Rider, Customer means a natural person or entity which has a Written agreement with the Insured authorizing the Insured to transfer Money on deposit in an account or Certificated Securities in reliance upon instructions transmitted to the Insured via the means utilized to transmit the fraudulent instruction.
3. It shall be a condition precedent to coverage under this Insuring Agreement that the Insured assert any available claims, offsets or defenses against such Customer, any financial institution or any other party to the transaction.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

GINNIE MAE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Except with respect to paragraphs 7 and 8 of this Rider, this Rider takes effect if, but only if, the Government National Mortgage Association (hereinafter "Ginnie Mae") terminates the Insured's right to service mortgages that are owned by Ginnie Mae. Paragraphs 7 and 8 shall be effective when this Rider becomes effective.
2. In the event of such a termination, and where the Insured has failed to file a claim under this bond for a loss sustained prior to the termination set forth in Paragraph 1, including failure to file notice of loss or proof of loss, as the case may be, Ginnie Mae shall have the right to file a claim directly under this bond no later than 10 business days after expiration of the time period that this bond required the Insured to take such action. The notice of loss or proof of loss submitted by Ginnie Mae must be accompanied by:
 - a. Proof of Ginnie Mae's interest in the funds or other Property related to the loss, and
 - b. Proof that Ginnie Mae notified the Insured in writing that if the Insured failed to comply with the notice/proof requirements set forth by the NOTICE/PROOF-LEGAL PROCEEDINGS condition of this bond, Ginnie Mae would take action to comply with the requirements of such condition. Ginnie Mae's notice shall be mailed to the Insured's last address known to Ginnie Mae or the Insured's address of this bond. Proof of mailing shall be sufficient proof of notice.
3. In the event Ginnie Mae provides such notice of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends to pursue a claim for the loss, Ginnie Mae shall have full authority to provide the proof of loss, negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to file the proof of loss, negotiate, settle, file suit or take any other action with respect to the loss. In the

event the Insured has provided the notice of loss in compliance with the NOTICE/PROOF LEGAL PROCEEDINGS condition of this bond and Ginnie Mae provides the proof of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, Ginnie Mae shall have full authority to negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to negotiate, settle, file suit or take any other action with respect to the loss. Any suit shall be filed in the name of the Insured for the benefit of Ginnie Mae.

4. In the event Ginne Mae provides such notice of loss or proof of loss and the Insured notifies the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, unless otherwise ordered by a court of competent jurisdiction, and subject to Ginnie Mae's rights under paragraph 3., the Insured shall have full authority to negotiate, settle, file suit or take any other action in relation to the loss, but Ginnie Mae shall be a loss payee of any payment for a covered loss along with the Insured as their interests may appear, and any payment shall be made as described in paragraph 5.
5. Any payment of the Insured's loss after such notice of loss or proof of loss provided by Ginnie Mae, or after Ginnie Mae notifies Underwriter and Insured in writing that it claims an interest in any payment due under this bond, shall, at the Underwriter's option, be made by check or draft either (a) jointly payable to the Insured and Ginnie Mae, as their interests may appear, or (b) payable solely to Ginnie Mae, and, in either case, mailed to Ginnie Mae.
6. Nothing in this Rider shall make Ginnie Mae an insured under this bond, nor obligate the Underwriter to pay any loss not suffered by the Insured, nor obligate the Underwriter to pay any loss or any amount which it would not owe had the Insured alone submitted the claim.
7. Should this bond be cancelled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give 30 days written advance notice to Ginnie Mae, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be liable for any damages allegedly caused by its failure to give such notice.
8. Should this bond be cancelled or reduced at the request of the Insured, the Underwriter will endeavor to notify Ginnie Mae in writing of such cancellation or reduction within 10 business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall Underwriter be liable for any damages allegedly caused by its failure to give such notice.
9. Insured and Underwriter agree that Ginnie Mae may obtain a copy of this bond upon written request to the Insured. In addition, upon the request of Ginnie Mae, the

Underwriter will confirm whether this bond is in effect and will endeavor to provide information regarding the Limits of Liability, Insuring Agreements and riders of this bond.

10. All notices to be submitted to Ginnie Mae shall be sent to the following address:

11. Except as provided above, this bond remains in full force and effect according to its terms, and the limits of liability, deductibles, and all of its other terms and conditions continue to apply.

12. The Insured agrees that the including of this Rider on the bond is absolute proof of consent by the Insured to allow the Underwriter to comply with the terms of this Rider even when action by the Underwriter in compliance with this Rider may detrimentally affect the Insured's rights with regard to other claims and/or may not be in the best interest of the Insured.

13. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**INSURING AGREEMENT FIDELITY (A) RIDER
("AND" TO "OR" EXCEPT FOR LOANS AND/OR TRADING)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

- 1. INSURING AGREEMENTS, FIDELITY, (A)** is deleted in its entirety and replaced with the following:

FIDELITY

(A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; or
- (b) to obtain financial benefit for the Employee or another person or entity.

However, if some or all of the Insured's loss results directly or indirectly from:

- (i) Loans, that portion of the loss involving an Loan is not covered unless the Employee also was in collusion with one or more parties to the loan transactions and has received, in connection therewith, an improper financial benefit with a value of at least \$2500; or
- (ii) trading that portion of the loss is not covered unless the Employee also has received, in connection therewith, an improper financial benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including, but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

As used in this Insuring Agreement, loss does not include any employee benefits (including, but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) intentionally paid by the Insured.

2. Solely for the purpose of **INSURING AGREEMENTS**, FIDELITY, (A), as amended by this rider, the following definitions are added to the bond:

"Loans" means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.

"Trading" means trading or other dealings in securities, commodities, futures, options, swaps, foreign or federal funds, currencies, foreign exchange and the like.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

JOINT INSUREDS—WHEN COVERED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. From and after the time this Rider becomes effective the Insured under the attached bond are:
2. The first named Insured shall act for itself and for each and all of the Insured for all the purposes of the attached bond.
3. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall for all the purposes of the attached bond constitute knowledge or discovery by all the Insured.
4. If, prior to the termination of the attached bond in its entirety, the attached bond is terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered before the expiration of one year from the time such termination as to such Insured becomes effective.
5. The liability of the Underwriter for loss or losses sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss or losses been sustained by any one of the Insured. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss.
6. If the first named Insured ceases for any reason to be covered under the attached bond, then the Insured next named shall thereafter be considered as the first named Insured for all the purposes of the attached bond.
7. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
8. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

MERGER, CONSOLIDATION OR PURCHASE OF ASSETS RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

INSTITUTION: _____

RETROACTIVE DATE: _____
Month Day Year

This bond does not cover loss sustained by the above named Institution, or loss sustained by the Insured arising from assets acquired from the above named Institution and resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ECONOMIC AND TRADE SANCTIONS EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that if any coverage under this bond would be in violation of any applicable economic or trade sanctions, then that coverage will be null and void.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

OMNIBUS NAMED INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the Insured under this bond is amended to include any interest now or hereafter owned or controlled by the Insured, provided any such interest so included as Insured under this bond by reason of this rider must be 50% or more controlled by the Insured and subject to the provisions of General Agreement B as amended.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

PRIOR DISHONESTY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the second paragraph of **CONDITIONS AND LIMITATIONS TERMINATION OR CANCELLATION**, Section 12. is deleted in its entirety and replaced with the following:

This bond terminates as to any Employee or any partner, officer or employee of any Electronic Data Processor (a) as soon as any Insured, or any director, Partner, Member or officer of an Insured who is not in collusion with such person, learns of any dishonest or fraudulent act committed by such person involving a value of more than XXX thousand dollars (\$XXX,XXX) or which occurred within three (3) years from the Insured's discovery or knowledge or which occurred during employment by the Insured, whether or not of the type covered Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person; or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Notwithstanding the foregoing, this bond shall continue to apply with respect to those Employees for whom the Insured has, prior to the inception of this bond, received special agreement from any prior bond insurer for such Employees to be covered under such prior bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

RETROACTIVE DATE: _____
 Month Day Year

This bond does not cover loss sustained by the Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMENDED RICO EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS EXCLUSIONS**, Section 2.(j) is deleted in its entirety and replaced with the following:

- (j) damages resulting from any civil, criminal or other legal proceeding in which the Insured is adjudicated to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, "racketeering activity" is defined in 18 United States Code 1961 et seq , as amended,

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**SPECIFIC OPERATIONS OR SERVICES EXCLUSION
(TITLE INSURANCE, ESCROW AGENT, 1031 EXCHANGE,
ARMORED CAR, PAY DAY LENDER OR CASH TRANSFER OPERATIONS)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

Notwithstanding anything in the bond to the contrary, this bond does not cover any loss sustained in the course of the below listed operations by or on behalf of, or services by or on behalf of, any Insured:

- (1) Title Insurance operations or services;
- (2) Escrow Agent operations or services;
- (3) 1031 Exchange operations or services;
- (4) Armored Car operations or services;
- (5) Pay Day Lender operations or services; or
- (6) Cash Transfer operations or services.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SPECIFIED JOINT INSURED RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

JOINT INSURED: _____

RETROACTIVE DATE: _____
Month Day Year

As respects the Joint Insured named above, this bond does not cover loss sustained by the Joint Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

TELEFACSIMILE TRANSFER FRAUD RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. The following **Insuring Agreement** is added to the bond:

TELEFACSIMILE TRANSFER FRAUD

Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the Computer Systems Fraud Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

- (1) purports and reasonably appears to have originated from
 - (a) a Customer of the Insured,
 - (b) another financial institution, or
 - (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears;

- (2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it; and

(3) contains the name of a person authorized to initiate such transfer,

provided that, if the transfer was in excess of \$(insert deductible amount), the instruction was verified by a call-back according to a prearranged procedure.

2. Solely with respect the coverage provided by this Rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. is amended by adding the following definitions thereto:

(i) Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism, and Funds means Money on deposit in an account.

(ii) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.

The TELEFACSIMILE TRANSFER FRAUD Insuring Agreement does not cover loss resulting directly or indirectly from the assumption of liability by the Insured by contract, unless the liability arises from a loss otherwise covered by the TELEFACSIMILE TRANSFER FRAUD Insuring Agreement and would be imposed on the Insured regardless of the existence of the contract.

3. Solely with respect the coverage provided by this rider, proof of loss for a claim must include a copy of the document reproduced by the Telefacsimile Device.

4. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER, Section 5. is amended by adding the following thereto:

Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**TERMINATION OR CANCELLATION SECTION AMENDED RIDER
(CHANGE 60 DAYS TO 90 DAYS)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS**, TERMINATION OR CANCELLATION, Section 12. is amended by deleting the words "60 days" and replacing them with the words "90 days".

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

UNCERTIFICATED SECURITIES RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Sub-paragraph (1) of **INSURING AGREEMENTS SECURITIES**, E. is amended by adding the following sub-paragraph:
_____ Statement of Uncertificated Security in any book entry form.
2. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS DEFINITIONS**, Section 1. (o) is deleted in its entirety and replaced with the following:

(o) Property means Money, Certificated Securities, Uncertificated Securities of any issuer, Negotiable Instruments, Certificates of Deposit, Documents of Title, Evidences of Debt, Security Agreements, Withdrawal Orders, Certificates of Origin or Title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records whether recorded in Written form or stored on any tangible media, gems, jewelry, precious metals in bars or ingots, (which are collectively the enumerated items of property), and tangible items of personal property which are not hereinbefore enumerated.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

UNCOLLECTIBLE ITEMS OF DEPOSIT

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The attached bond is amended by adding the following INSURING AGREEMENT as follows:

UNCOLLECTIBLE ITEMS OF DEPOSIT

Loss resulting directly from payments of dividends or funds shares, or withdrawals from a customer's account as direct result of Items of Deposit which are not paid for any reason, including but not limited to Forgery or any other fraud, except when covered under INSURING AGREEMENT (A).

"Items of Deposit" means anyone or more checks and drafts. Items of Deposit shall not be deemed uncollectible until the Insured's collection procedures have failed.

2. The Uncollectible Items of Deposit INSURING AGREEMENT of this bond shall not apply to any loss resulting from uncollectible Items of Deposit which are drawn from a Financial Institution outside the fifty states of the United States of America, District of Columbia, Puerto Rico, Territories and possessions of the United States of America, or Canada.
3. The aggregate limit of liability applicable to the Uncollectible Items of Deposit INSURING AGREEMENT is \$25,000, which is part of, and not in addition to the Aggregate Limit of Liability shown on the Declarations. A single loss deductible amount of Five Thousand Dollars (\$5,000) shall apply to each and every loss under this rider.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER CRIME COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. All the terms and conditions of bond form **XXXX (X/XX)** shall apply to coverage as is afforded by this rider unless specifically stated otherwise herein or in any other rider attached to this bond.
2. **Item 4.** of the **Declarations** is amended by adding the following Insuring Agreements or Coverage:

	Single Loss Limit of Liability	Single Loss Deductible
Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX
Data Processing Service Operations	\$XXXXXXXX	\$XXXXXXXX
Voice Initiated Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Telefacsimile Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Hacker	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Virus	\$XXXXXXXX	\$XXXXXXXX
Voice Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX

3. The following is added to the **Declarations**:

Item ____.

Voice Initiated Transfer Fraud

Under the terms of the Voice Initiated Transfer Fraud Insuring Agreement, the Insured must place verification call-back for each transfer in excess of \$XXXXXXXX

Telefacsimile Transfer Fraud

Under the terms of the Telefacsimile Transfer Fraud Insuring Agreement, the Insured must place a verification call-back for each transfer in excess of \$XXXXXXX

4. The following **Insuring Agreements** are added to the bond:

COMPUTER SYSTEMS FRAUD

(CS) Loss resulting directly from a fraudulent:

- (1) entry of Electronic Data or Computer Program into, or
- (2) change of Electronic Data or Computer Program within

any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the bond period; as provided by **General Agreements B**; provided the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

DATA PROCESSING SERVICE OPERATIONS

(DP) Loss sustained by a Client of the Insured resulting directly from a fraudulent:

- (1) entry of Electronic Data or a Computer Program into, or
- (2) change of Electronic Data or a Computer Program within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement, or
- (3) entry or change of Electronic Data during electronic transmission or physical transit from the Insured to its Client, provided that the entry or change causes:
 - (i) Property to be transferred, paid or delivered,
 - (ii) an account of the Client, or a customer of the Client, to be added, deleted, debited or credited, or

(iii) an unauthorized account or a fictitious account to be debited or credited, and for which loss the Insured is legally liable to the Client as a provider of data processing services for such Client.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

In this Insuring Agreement, Client means an entity for which the Insured serves as data processor under the terms of a written agreement.

VOICE INITIATED TRANSFER FRAUD

(VI) Loss resulting directly from the Insured having, in good faith, transferred Funds from a Customer's account through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent voice instruction transmitted by telephone which was purported to be from:

- (1) an officer, director, partner or employee of a Customer of the Insured who was authorized by the Customer to instruct the Insured to make such transfer,
- (2) an individual person who is a Customer of the Insured, or
- (3) an Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds,

and was received by an Employee of the Insured specifically designated to receive and act upon such instructions, but the voice instruction was not from a person described in (1), (2) or (3) above, provided that:

- (i) such voice instruction was electronically recorded by the Insured and required password(s) or code word(s) given; and
- (ii) if the transfer was in excess of the amount shown in paragraph 3. of this rider, as the verification call-back amount for this Insuring Agreement, the voice instruction was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on voice instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

TELEFACSIMILE TRANSFER FRAUD

(TT) Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

(1) purports and reasonably appears to have originated from:

- (a) a Customer of the Insured,
- (b) another financial institution, or
- (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears, and

(2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it, and

(3) contains the name of a person authorized to initiate such transfer;

provided that, if the transfer was in excess of the amount shown in paragraph **3.** of this rider as the verification call-back amount for this Insuring Agreement, the instructions was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

(DDH) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

(DDV) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

Special Condition: Under this Insuring Agreement, "Single Loss" means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate "Single Loss."

VOICE COMPUTER SYSTEM FRAUD

(VCS) Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account

Code or System Password required to obtain access to a Voice Computer System owned or leased by the Insured, installed on the Insured's premises, whose System Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

Special Condition: Under this Insuring Agreement, "Single Loss" means loss resulting from toll call charges made only on telephone lines directly controlled by one Voice Computer System and only toll call charges occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charge was made.

5. **GENERAL AGREEMENTS B.** is deleted in its entirety and replaced with the following:

**ADDITIONAL OFFICES OR EMPLOYEES OR COMPUTER SYSTEMS —
CONSOLIDATION, MERGER OR PURCHASE OF ASSETS OR COMPUTER SYSTEMS**

B. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities or computer systems of, another institution, such offices and computer systems shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities or computer systems of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (a) has occurred or will occur in offices or premises or computer systems, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities or computer systems acquired by the Insured as a result of such consolidation, merger or purchase of assets or liabilities or computer systems unless the Insured shall:
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase of assets or liabilities or computer systems prior to the proposed effective date of such action; and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises or computer

systems, Employees and other exposures; and

- (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

6. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, DEFINITIONS**, "Property" is amended to include Electronic Data and Computer Programs.

7. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, DEFINITIONS**, Section 1. is amended by adding the following definitions thereto:

- (i) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the System.
- (ii) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (iii) Computer System means:
 - (1) computers with related peripheral components, including storage components wherever located;
 - (2) systems and applications software;
 - (3) terminal devices; and
 - (4) related communication networks, including the internet by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (iv) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (v) Funds means Money on deposit in an account.
- (vi) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity allowed by a hardware or software-based System option that has been incorporated by a manufacturer or vendor into a System or any component thereof provided said System option is not intended for the sole use of such manufacturer or vendor.
- (vii) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
- (viii) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.

- (ix) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
- (x) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon by the Insured and a customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.
- (xi) Uncertificated Security means a share, participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:
 - (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in securities, exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (xii) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

8. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2. is amended by adding the following exclusions thereto:**

- (i) any loss of the type or kind covered by any other Insuring Agreement provided in this bond, regardless of any deductible amount or limit of liability;
- (ii) loss caused by a director or Employee of the Insured or by a person in collusion with any director or Employee of the Insured; (Collusion shall include the willful withholding of knowledge from the Insured by any director or Employee that a fraudulent act by a person not an Employee has been or will be perpetrated against the Insured.);
- (iii) loss resulting directly or indirectly from entry or change Computer Programs in a Computer System, unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (iv) loss resulting directly or indirectly from the Insured having transferred Funds in reliance on the validity of a voice instruction, unless covered under the **COMPUTER SYSTEMS FRAUD** or **VOICE INITIATED TRANSFER FRAUD** Insuring Agreements;
- (v) loss resulting directly or indirectly by the Insured having transferred or delivered Funds, Certificated Securities or Uncertificated Securities in reliance on an instruction received through a Telefacsimile Device, unless covered under the **TELEFACSIMILE TRANSFER FRAUD** Insuring Agreement;
- (vi) loss resulting directly or indirectly from theft of confidential information;

- (vii) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and would be imposed on the Insured regardless of the existence of the contract;
- (viii) the cost of duplication of Electronic Data or Computer Programs, unless covered under the **DESTRUCTION OF DATA OR PROGRAMS BY HACKER** or **DESTRUCTION OF DATA OR PROGRAMS BY VIRUS** Insuring Agreements;
- (ix) loss involving a Voice Computer System, unless covered under the **VOICE COMPUTER SYSTEM FRAUD** Insuring Agreement;
- (x) loss resulting directly or indirectly from:
 - (1) written instructions or advices, or
 - (2) telegraphic or cable instructions or advices;

unless the instructions or advices are Tested and the loss is covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xi) loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (xii) loss resulting directly or indirectly from the fraudulent preparation, or fraudulent modification of Computer Programs unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xiii) loss resulting directly or indirectly from:
 - a. mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System; or
 - b. failure or breakdown of electronic data processing media; or
 - c. error or omission in programming or processing;
- (xiv) loss as a result of a threat to Computer System operations;
- (xv) loss resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card to gain access to the Insured's Voice Computer System;

- (xvi) loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such customer by a person who had authorized access to the customer's authentication mechanism;
- (xvii) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason;
- (xviii) loss of potential income, including but not limited to interest and dividends;
- (xix) loss of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (xx) any fees, costs and expenses incurred by the Insured;
- (xxi) indirect or consequential loss of any nature;
- (xxii) loss involving automated mechanical devices which on behalf of the Insured, disburse money, accept deposits, cash checks, drafts or similar written instruments, or make credit card loans;
- (xxiii) loss due to riot or civil commotion or loss due to military, naval or usurped power, war or insurrection;
- (xxiv) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this exclusion shall not apply to loss resulting from industrial uses of nuclear energy; and
- (xxv) loss as a result of a threat
 - 1) to do bodily harm to any person;
 - 2) to do damage to the premises or property of the Insured; or
 - 3) to Computer Systems operations;

9. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is amended by adding the following thereto:

- (g) Proof of loss for claim under the Voice Initiated Transfer Fraud Insuring Agreement must include electronic recordings of such voice instructions and the verification call-back, if such call-back was required.
- (h) Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS** EXCLUSIONS, Section 2 is amended by adding the following:

loss resulting directly or indirectly from the theft, disappearance, destruction or disclosure of confidential information including but not limited to, trade secrets, personal customer information, customer lists, a customer's personally identifiable financial or medical information and intellectual property, whether such confidential information is owned by the Insured or held by the insured in any capacity including concurrently with another person.

2. The following Section is added to the **CONDITIONS AND LIMITATIONS** of the bond:

As used in this bond, loss does not include expenses arising from a data security breach, including but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD OR DELETE JOINT INSUREDS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

At the request of the Insured, the Underwriter adds to/deducts from the list of Insured(s) under the attached bond the following:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. As of the date shown below in item 3, the remaining Aggregate Limit of Liability of the Underwriter for the remainder of the Bond Period is \$_____.
2. In consideration of an additional premium, the Aggregate Limit of Liability is increased from the amount shown above in item 1 to \$_____. Such amount applies only to losses discovered after the effective date of this rider, and in no event shall the aggregate of all payments made for loss discovered during the remainder of the Bond Period exceed this amount. Losses discovered prior to the effective date shown on this rider, and unpaid as of that date, shall be subject to the remaining Aggregate Limit of Liability shown in item 1 above.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

____ **Item 6:** The Insured by acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this bond becomes effective.

____ **Item 7:** Insured's Offices Covered – All offices in the United States of America and Canada and any other offices listed below:

2. This Rider applies to loss sustained at any time but discovered after 12:01 on _____.

All other terms and conditions of this bond remain unchanged.

____ **Item 6:** The Insured by acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this bond becomes effective.

____ **Item 7:** Insured's Offices Covered – All offices in the United States of America and Canada and any other offices listed below:

2. This Rider applies to loss sustained after 12:01 on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND DEFINITION OF EMPLOYEE, DIRECTOR OR TRUSTEE, RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this bond is amended as follows:

1. **CONDITIONS AND LIMITATIONS, DEFINITIONS, Section 1. (g)(2)** Employee is deleted in its entirety and replaced with the following:
(2) a director or trustee of the Insured when performing acts coming within the scope of the usual duties of an employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or trustees of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured.
2. **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2.(d)** is deleted in its entirety and replaced with the following:
(d) loss resulting directly or indirectly from any acts of any director or trustee, except when covered under Insuring Agreement A;

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ISSUERS OF REGISTERED CHECKS OR PERSONAL MONEY ORDERS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2(l) is deleted in its entirety and replaced with the following:

(l) loss involving automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans unless:

- (a) such automated mechanical devices are situated within an office of the Insured which is permanently staffed by an Employee whose duties are those usually assigned to a teller, even though public access to such devices is from outside the confines of such offices, or
- (b) such automated mechanical devices are not situated within an officer covered under (a) above, but are situated on premises at any other location except as noted in the Schedule below,

but in no event shall the Underwriter be liable under the attached bond for loss (including loss of Property):

- (i) As a result of damage to such automated mechanical devices situated within any office referred to in (a) above resulting from vandalism or malicious mischief perpetrated from outside such office, or
- (ii) As a result of damage to such automated mechanical devices situated on any premises referred to in (b) above resulting from vandalism or malicious mischief, or
- (iii) As a result of damage to the interior of that portion of a building on any premises referred to in (b) above to which the public has access resulting from vandalism or malicious mischief, or
- (iv) As a result of failure of such automated mechanical devices to function properly;
- (v) Through misplacement or mysterious unexplainable disappearance while such Property is located within any such automated mechanical devices, or

- (vi) To any customer of the Insured or to any representative of such customer while such person is on any premises referred to in (b) above, or
- (vii) As a result of the use of credit, debit, charge, access, convenience, identification or other cards in gaining access to such automated mechanical devices whether such cards were issued, or purport to have been issued, by the Insured or by anyone other than the Insured

Except when such loss is covered under **INSURING AGREEMENT (A)**.

2. The liability of the Underwriter is limited to \$_____ for each device location as set forth in (b) above, after the application of a Deductible Amount of \$_____. Such liability shall be a part of and not in addition to the Single Loss Limit of Liability stated in the Declarations.

3. Schedule of Excluded Locations:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND INSURING AGREEMENT (F) COUNTERFEIT CURRENCY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that INSURING AGREEMENT, COUNTERFEIT CURRENCY (F) is deleted in its entirety and replaced and replaced with the following:

CONTERFEIT CURRENCY

(F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of any country in the world.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND REPRESENTATION OF INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that GENERAL AGREEMENTS, REPRESENTATION OF INSURED, D. is deleted in its entirety and replaced and replaced with the following:

D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND SECTION 5

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14, 24 and 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that Paragraph (a) of Section 5. is deleted in its entirety and replaced and replaced with the following:

- (A) at the earliest practicable moment, not to exceed ____ days, after discovery of loss, the Insured shall give the Underwriter notice thereof of all losses which exceed \$_____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

RATE OF EXCHANGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 24

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS, VALUATION, Section 6**, is amended by:

1. deleting the phrase "rate of exchange at time of payment" from the first sentence thereof and replacing it with the following:
"rate of exchange on the day preceding the discovery"
2. deleting the first two sentences of the second paragraph thereof and replacing them with the following:
"The value of any securities for loss of which a claim shall be made hereunder shall be determined by the average market value of such securities on the day preceding the discovery of such loss. However, if prior to the settlement of the claim by the Underwriter, the Insured shall be compelled by the demands of a third party or by market rules to purchase equivalent securities, and gives written notification of this to the Underwriter, the cost incurred by the Insured shall be taken as the value of those securities."

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AUDIT EXPENSE COVERAGE ADDED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this bond is amended as follows:

1. **INSURING AGREEMENTS**, FIDELITY, (A), is amended by adding the following paragraph thereto:

Audit Expense Coverage	\$_____
(for savings and loan associations only)	(for coverage, an amount must be inserted)

Expenses incurred by the Insured for that part of the costs of audits or examinations required by State or Federal supervisory authorities to be conducted either by such authorities or by independent accountants by reason of the discovery of loss sustained by the Insured through dishonest or fraudulent acts of any of the Employees. The total liability of the Underwriter for such expense by reason of such acts of any Employee or in which such Employee is concerned or implicated or with respect to any one audit or examination is limited to the amount stated opposite "Audit Expense Coverage"; it being understood, however, that such expense shall be deemed to be loss sustained by the Insured through the dishonest or fraudulent act of one or more of the Employees and the liability of the Underwriter under this paragraph of **INSURING AGREEMENT (A)** shall be part of and not in addition to the Single Loss Limit of Liability stated in item 4 of the Declarations.

2. **CONDITIONS AND LIMITATIONS**, EXCLUSIONS, Section 2.(d) is deleted in its entirety and replaced with the following:
(d) loss resulting directly or indirectly from any acts of any director or trustee of the Insured other than one employed as a salaried, pensioned or elected official or an Employee of the Insured, except when performing acts coming within the scope of the usual duties of an Employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or trustees of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured.

3. **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2.(u) is deleted in its entirety and replaced with the following:
(u) all fees, costs and expenses incurred by the Insured:
 - (1) in establishing the existence of or amount of loss covered under this bond, except to the extent covered under the portion of **INSURING AGREEMENT (A)** entitled Audit Expense, or
 - (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond.

4. The following is added to the final paragraph of Section 5:
If the Insured is an institution under the supervision of the Federal Home Loan Bank Board, it is understood and agreed that in case of any loss hereunder discovered either by the Insured or by the Federal Home Loan Bank of which the Insured is a member, the said Federal Home Loan Bank is empowered to give notice of the loss to the Underwriter within the period limited therefor.

5. The following is added as the final paragraph of Section 12:
If the Insured is an institution insured by the Federal Savings and Loan Insurance Corporation, termination or cancellation of this bond in its entirety, whether by the Insured or the Underwriter, as provided in parts (a) and (b) of the first paragraph of Section 12, shall not take effect prior to the expiration of ten days from the receipt by the Federal Home Loan Bank of which the Insured is a member of written notice of such termination or cancellation unless an earlier date of termination or cancellation is approved by said Federal Home Loan Bank. Termination of this bond as provided under the terms of parts (c), (d), (e) and (f) is automatic. The Underwriter shall be under no obligation to give prior notice of such termination.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CANCELLATION OF EXISTING RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. This bond is hereby amended by cancelling and terminating that certain Rider (hereinafter called Cancelled Rider) more fully described as follows:_____ so that from and after the effective date hereof, this bond shall continue in force without the amendment contained in the said Cancelled Rider.
2. The amendment of this bond effected hereby shall apply to loss or losses sustained at any time but discovered on and after the effective date hereof.
3. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**AMEND TERMINATION OR CANCELLATION
SMALL BUSINESS ADMINISTRATION**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS** TERMINATION OR CANCELLATION, Section 12. is amended by adding the following:

No cancellation of this bond, as an entirety, whether by or at the request of the Insured or by the Underwriter, shall take effect prior to the expiration of thirty days after written notice of such cancellation has been sent by certified mail addressed to the Deputy Administrator, Investment Division, Small Business Administration, Washington, D.C. unless an earlier date of such cancellation is approved by said Small Business Administration.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CHANGE OF NAME OR ADDRESS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Underwriter gives its consent to the change of the Name or Principal Address of the Insured in Item 1. of the Declarations from

To

PROVIDED, however, that the liability of the Underwriter under this bond prior to the effective date of this Rider and under this bond as changed by this Rider shall not be cumulative.

2. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COINSURANCE RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Underwriter shall not be liable for a greater percentage of any loss, including court costs and attorneys' fees, than the percentage shown below bears to the total amount of such loss, but in no event for more than the Single Loss Limit of Liability as set forth in **Item 4.** of the Declarations Page

Liability of Underwriter: _____%

2. Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of expense of such recovery first to the satisfaction of the Insured's loss in excess of the Single Loss Limit of Liability and the Deductible Amount, second to the Underwriter in the percentage shown above with the remaining percentage to the Insured and third, to the Insured in settlement of any Deductible Amount.
3. All agreements, conditions and limitations of this bond which apply to the Single Loss Limit of Liability of the Underwriter are deemed to be amended to conform with the provisions of the Rider.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMBINATION SAFE DEPOSITORY COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 24

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The following INSURING AGREEMENT is added to the bond:
COMBINATION SAFE DEPOSITORY
 - A. Liability of Depository
Loss due to the Insured's being legally obligated to pay by reason of liability for loss, damage or destruction of customer's Property while in any safe deposit box within the vault, or temporarily elsewhere in the Insured's premises and in the course of deposit in or removal from such box or vault, or while being transferred between offices of the Insured during the relocation of the Insured's safe deposit boxes.
 - B. Loss of Customers Property
Loss of Customers Property (except for Money if so indicated above) contained within a safe deposit box located within the Insured's vault by burglary or robbery or attempt thereat or for damage to or destruction of customer Property, provided such loss is included in the Insured's proof of loss.
2. **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2.(f)** is deleted in its entirety and replaced with the following:
(f) loss of Property contained in customers' safe deposit boxes, except when the Insured is legally liable therefor and the loss is covered under **INSURING AGREEMENT (A)**, or the **COMBINATION SAFE DEPOSITORY INSURING AGREEMENT**
3. **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2.** is amended by adding the following:
 - (aa) loss of Property held by the Insured in trust for more than thirty (30) days or as collateral;

(bb) under Coverage B, above, loss by moths, vermin, wear and tear, gradual deterioration or inherent vice.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER CRIME COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14 and 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. All the terms and conditions of bond form **XXXX (X/XX)** shall apply to coverage as is afforded by this rider unless specifically stated otherwise herein or in any other rider attached to this bond.
2. **Item 4.** of the **Declarations** is amended by adding the following Insuring Agreements or Coverage:

	Single Loss Limit of Liability	Single Loss Deductible
Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX
Data Processing Service Operations	\$XXXXXXXX	\$XXXXXXXX
Voice Initiated Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Telefacsimile Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Hacker	\$XXXXXXXX	\$XXXXXXXX
Voice Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX

3. The following is added to the **Declarations**:

Item ____.

Voice Initiated Transfer Fraud

Under the terms of the Voice Initiated Transfer Fraud Insuring Agreement, the Insured must place verification call-back for each transfer in excess of \$XXXXXXX

Telefacsimile Transfer Fraud

Under the terms of the Telefacsimile Transfer Fraud Insuring Agreement, the Insured must place a verification call-back for each transfer in excess of \$XXXXXXX

4. The following **Insuring Agreements** are added to the bond:

COMPUTER SYSTEMS FRAUD

(CS) Loss resulting directly from a fraudulent:

- (1) entry of Electronic Data or Computer Program into, or
- (2) change of Electronic Data or Computer Program within

any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the bond period; as provided by **General Agreements B**; provided the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

DATA PROCESSING SERVICE OPERATIONS

(DP) Loss sustained by a Client of the Insured resulting directly from a fraudulent:

- (1) entry of Electronic Data or a Computer Program into, or
- (2) change of Electronic Data or a Computer Program within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement, or
- (3) entry or change of Electronic Data during electronic transmission or physical transit from the Insured to its Client, provided that the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Client, or a customer of the Client, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited,

and for which loss the Insured is legally liable to the Client as a provider of data processing services for such Client.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

In this Insuring Agreement, Client means an entity for which the Insured serves as data processor under the terms of a written agreement.

VOICE INITIATED TRANSFER FRAUD

(VI) Loss resulting directly from the Insured having, in good faith, transferred Funds from a Customer's account through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent voice instruction transmitted by telephone which was purported to be from:

- (1) an officer, director, partner or employee of a Customer of the Insured who was authorized by the Customer to instruct the Insured to make such transfer,
- (2) an individual person who is a Customer of the Insured, or
- (3) an Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds,

and was received by an Employee of the Insured specifically designated to receive and act upon such instructions, but the voice instruction was not from a person described in (1), (2) or (3) above, provided that:

- (i) such voice instruction was electronically recorded by the Insured and required password(s) or code word(s) given; and
- (ii) if the transfer was in excess of the amount shown in paragraph 3. of this rider, as the verification call-back amount for this Insuring Agreement, the

voice instruction was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on voice instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

TELEFACSIMILE TRANSFER FRAUD

(TT) Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

- (1) purports and reasonably appears to have originated from:
 - (a) a Customer of the Insured,
 - (b) another financial institution, or
 - (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears, and

- (2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it, and
- (3) contains the name of a person authorized to initiate such transfer;

provided that, if the transfer was in excess of the amount shown in paragraph **3.** of this rider as the verification call-back amount for this Insuring Agreement, the instructions was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

(DDH) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonable necessary to restore the Computer Programs to substantially the previous level of operational capability.

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

(DDV) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability.

Special Condition: Under this Insuring Agreement, "Single Loss" means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate "Single Loss."

VOICE COMPUTER SYSTEM FRAUD

(VCS) Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account Code or System Password required to obtain access to a Voice Computer System owned or leased by the Insured, installed on the Insured's premises, whose System Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

Special Condition: Under this Insuring Agreement, "Single Loss" means loss resulting from toll call charges made only on telephone lines directly controlled by one Voice Computer System and only toll call charges occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charge was made.

5. **GENERAL AGREEMENTS B.** is deleted in its entirety and replaced with the following:

**ADDITIONAL OFFICES OR EMPLOYEES OR COMPUTER SYSTEMS —
CONSOLIDATION, MERGER OR PURCHASE OF ASSETS OR COMPUTER SYSTEMS**

- B.** If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities or computer systems of, another institution, such offices and computer systems shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities or computer systems of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (a) has occurred or will occur in offices or premises or computer systems, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities or computer systems acquired by the Insured as a result of such consolidation, merger or purchase of assets or liabilities or computer systems unless the Insured shall:
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase of assets or liabilities or computer systems prior to the proposed effective date of such action; and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises or computer systems, Employees and other exposures; and
 - (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

6. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, "Property" is amended to include Electronic Data and Computer Programs.

7. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. is amended by adding the following definitions thereto:

- (i) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the System.
- (ii) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (iii) Computer System means:
 - (1) computers with related peripheral components, including storage components wherever located;
 - (2) systems and applications software;
 - (3) terminal devices; and
 - (4) related communication networks, including the internet by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (iv) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (v) Funds means Money on deposit in an account.
- (vi) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity allowed by a hardware or software-based System option that has been incorporated by a manufacturer or vendor into a System or any component thereof provided said System option is not intended for the sole use of such manufacturer or vendor.
- (vii) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
- (viii) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.
- (ix) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
- (x) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon by the Insured and a

- customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.
- (xi) Uncertificated Security means a share, participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:
- (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in securities, exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (xii) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

8. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2. is amended by adding the following exclusions thereto:**

- (i) any loss of the type or kind covered by any other Insuring Agreement provided in this bond, regardless of any deductible amount or limit of liability;
- (ii) loss caused by a director or Employee of the Insured or by a person in collusion with any director or Employee of the Insured; (Collusion shall include the willful withholding of knowledge from the Insured by any director or Employee that a fraudulent act by a person not an Employee has been or will be perpetrated against the Insured.);
- (iii) loss resulting directly or indirectly from entry or change Computer Programs in a Computer System, unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (iv) loss resulting directly or indirectly from the Insured having transferred Funds in reliance on the validity of a voice instruction, unless covered under the **COMPUTER SYSTEMS FRAUD** or **VOICE INITIATED TRANSFER FRAUD** Insuring Agreements;
- (v) loss resulting directly or indirectly by the Insured having transferred or delivered Funds, Certificated Securities or Uncertificated Securities in reliance on an instruction received through a Telefacsimile Device, unless covered under the **TELEFACSIMILE TRANSFER FRAUD** Insuring Agreement;
- (vi) loss resulting directly or indirectly from theft of confidential information;
- (vii) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and would be imposed on the Insured regardless of the existence of the contract;

- (viii) the cost of duplication of Electronic Data or Computer Programs, unless covered under the **DESTRUCTION OF DATA OR PROGRAMS BY HACKER** or **DESTRUCTION OF DATA OR PROGRAMS BY VIRUS** Insuring Agreements;
- (ix) loss involving a Voice Computer System, unless covered under the **VOICE COMPUTER SYSTEM FRAUD** Insuring Agreement;
- (x) loss resulting directly or indirectly from:
 - (1) written instructions or advices, or
 - (2) telegraphic or cable instructions or advices;

unless the instructions or advices are Tested and the loss is covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xi) loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (xii) loss resulting directly or indirectly from the fraudulent preparation, or fraudulent modification of Computer Programs unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xiii) loss resulting directly or indirectly from:
 - a. mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System; or
 - b. failure or breakdown of electronic data processing media; or
 - c. error or omission in programming or processing;
- (xiv) loss as a result of a threat to Computer System operations;
- (xv) loss resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card to gain access to the Insured's Voice Computer System;
- (xvi) loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such customer by a person who had authorized access to the customer's authentication mechanism;
- (xvii) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason;

- (xviii) loss of potential income, including but not limited to interest and dividends;
- (xix) loss of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (xx) any fees, costs and expenses incurred by the Insured;
- (xxi) indirect or consequential loss of any nature;
- (xxii) loss involving automated mechanical devices which on behalf of the Insured, disburse money, accept deposits, cash checks, drafts or similar written instruments, or make credit card loans;
- (xxiii) loss due to riot or civil commotion or loss due to military, naval or usurped power, war or insurrection;
- (xxiv) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this exclusion shall not apply to loss resulting from industrial uses of nuclear energy; and
- (xxv) loss as a result of a threat
 - 1) to do bodily harm to any person;
 - 2) to do damage to the premises or property of the Insured; or
 - 3) to Computer Systems operations;

9. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is amended by adding the following thereto:

- (g) Proof of loss for claim under the Voice Initiated Transfer Fraud Insuring Agreement must include electronic recordings of such voice instructions and the verification call-back, if such call-back was required.
- (h) Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER SYSTEMS FRAUD INSURING AGREEMENT

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **INSURING AGREEMENTS** is amended by adding an additional **INSURING AGREEMENT** as follows:

COMPUTER SYSTEMS FRAUD

Loss resulting directly from a fraudulent

(1) entry of Electronic Data or Computer Program into, or
(2) change of Electronic Data or Computer Program within
any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the Bond Period, as provided by **GENERAL AGREEMENTS, CHANGE OF CONTROL-NOTICE C.** of this bond;

provided that the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited,
or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this **INSURING AGREEMENT**, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the Insured to design, implement or service programs for a Computer System covered by this **INSURING AGREEMENT**, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication (except a Telefacsimile Device) identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

2. In addition to the **CONDITIONS AND LIMITATIONS** in the bond, the following, applicable to **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT** are added:

DEFINITIONS

- (A) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data;
- (B) Computer System means
 - (1) computers with related peripheral components, including storage components wherever located,
 - (2) systems and applications software,
 - (3) terminal devices, and
 - (4) related communication networksby which Electronic Data are electronically collected, transmitted, processed, stored and retrieved;
- (C) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs, and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (D) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper;
- (E) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon between the Insured and a customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.

EXCLUSIONS

- (A) Loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from loss covered by the **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT** and would be imposed on the Insured regardless of the existence of the contract;
- (B) Loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (C) Loss resulting directly or indirectly from:
 - (1) Mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System, or
 - (2) Failure or breakdown of electronic data processing media, or
 - (3) Error or omission in programming or processing;
- (D) Loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such a customer by a person who had authorized access to the customer's authentication mechanism;
- (E) Loss resulting directly or indirectly from the theft of confidential information.

SERIES OF LOSSES

All loss or series of losses involving the fraudulent acts of one individual, or involving fraudulent acts in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss and subject to the Single Loss Limit of Liability. A series of losses involving unidentified individuals but arising from the same method of operation shall be deemed to involve the same individual and in that event shall be treated as a Single Loss and subject to the Single Loss Limit of Liability.

3. The Exclusion below, does not apply to **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT:**
“loss involving any Uncertificated Security except an Uncertificated Security except an
Uncertificated Security of any Federal Reserve Bank of the United States or when covered under
INSURING AGREEMENT (A);”

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CONCURRENT INSURANCE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Insured will carry, concurrently with this bond, additional insurance as follows:

INSURANCE	NAME OF INSURER	AMOUNT
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2. The Underwriter shall not be liable under this bond for a greater proportion of any loss than the ratio that the applicable Single Loss Limit of Liability under this bond bears to the sum of the applicable Single Loss Limit of Liability under this bond plus the amount of such additional insurance listed above plus the applicable limit of insurance of any other valid and collectible concurrent insurance or suretyship covering such loss. This limitation on the liability of the Underwriter applies whether or not the additional insurance described in paragraph 1 was actually carried, and if carried, whether or not it is valid or collectible.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to: (hereinafter called Controlling Company)

By:

CO-SURETY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The term "Underwriter" as used in the attached bond shall be construed to mean, unless otherwise specified in this rider, all Companies executing the attached bond.
2. Each of said Companies shall be liable only for such proportion of any Single Loss under the attached bond as the amount underwritten by such Company as specified in the Schedule forming a part hereof, bears to the Aggregate Limit of Liability of the attached bond, but in no event shall any of said Companies be liable for an amount greater than that underwritten by it.
3. In the absence of a request from any of said Companies to pay premiums directly to it, premiums for the attached bond may be paid to the Controlling Company for the account of all of said Companies.
4. In the absence of a request from any of said Companies that notice of claim and proof of loss be given to or filed directly with it, the giving of such notice to and the filing of such proof with, the Controlling Company shall be deemed to be in compliance with the conditions of the attached bond for the giving of notice of loss and the filing of proof of loss, if given and filed in accordance with said conditions.
5. The Controlling Company may give notice in accordance with the terms of the attached bond, terminating or cancelling the attached bond as an entirety or as to any Employee, and any notice so given shall terminate or cancel the liability of all of said Companies as an entirety or as to such Employee, as the case may be.
6. Any Company other than the Controlling Company may give notice in accordance with the terms of the attached bond, terminating or cancelling the entire liability of such other Company under the attached bond or as to any Employee.
7. In the absence of a request from any of said Companies that notice of termination or cancellation by the Insured of the attached bond in its entirety be given to or filed directly with it, the giving of such notice in accordance with the terms of the attached bond to the Controlling Company shall terminate or cancel the liability of all of said Companies as an entirety. The Insured may terminate or cancel the entire liability of any Company other than the Controlling

Company under the attached bond by giving notice of such termination or cancellation to such other Company, and shall send a copy of such notice to the Controlling Company.

8. In the event of the termination or cancellation of the attached bond as an entirety, no Company shall be liable to the Insured for a greater proportion of any return premium due to the Insured than the amount underwritten by such Company bears to the Aggregate Limit of Liability fo the attached bond.
9. In the event of the termination or cancellation of the attached bond as to any Company, such Company alone shall be liable to the Insured for any return premium due to the Insured on account of such termination or cancellation. The termination or cancellation of the attached bond as to any Company other than the Controlling Company shall not terminate, cancel or otherwise affect the liability of the other Companies under the attached bond.

Underwritten for the sum of \$
except as follows:

Controlling Company

By:
Attest:

Underwritten for the sum of \$
except as follows:

By:
Attest:

Underwritten for the sum of \$
except as follows:

By:
Attest:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

DATA PROCESSORS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 24

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the attached bond is amended by:

1. Deleting paragraph (5) of the definition of "Employee" found in **CONDITIONS AND LIMITATIONS, DEFINITIONS**, Section 1, subsection (g); and
2. Deleting the following from the second paragraph of **CONDITIONS AND LIMITATIONS, TERMINATION OR CANCELTION**, Section 12: "or any partner, officer or employee of any Processor".

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

EMPLOYEE INCLUDING SCHEDULED AGENTS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. (g), "Employee" is amended to include the following:

(6) any person, partnership or corporation listed by name as an Agent in the Schedule below and any employee, partner or officer thereof. Such person, partnership or corporation must be duly elected or appointed by the Insured to serve as its Agent to do or perform any act or thing which the Insured, in the ordinary conduct of its business, might do or perform, excluding, however, any such person, partnership or corporation elected or appointed by the Insured to act in the capacity of:

- (a) servicer of real estate mortgage or home modernization loans made, held by or assigned to Insured, or
- (b) manager of real property owned by or under the supervision or control of the Insured, or
- (c) data processors of checks or other accounting records of the Insured, or
- (d) independent software contractors.

In the event of loss caused by an Agent listed below, or in which such Agent is involved, the total limit of liability of the Underwriter is limited to the Amount of Coverage set forth for that Agent. The Deductible Amount applicable to **INSURING AGREEMENT (A)** shall be applicable to any loss caused by an Agent listed below, or in which such Agent is involved.

SCHEDULE

AGENT

AMOUNT OF COVERAGE

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

DEFINITION OF EMPLOYEE TO INCLUDE ATTORNEYS RETAINED BY INSURED WITH SCHEDULED EXCEPTIONS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. (g), "Employee" is amended to include the following:

An attorney retained by the Insured, and an employee of such attorney, while performing legal services for the Insured, except those attorneys named or described in the Schedule below:

SCHEDULE

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

DELETE INSURING AGREEMENT D(2) RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this bond is amended as follows:

1. **INSURING AGREEMENTS, FORGERY OR ALTERATION, D(2)**, is deleted in its entirety.
2. **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2.(d)** is deleted in its entirety and replaced with the following:
(d) loss resulting directly or indirectly from any acts of any director or trustee other than one employed as a salaried, pensioned or elected official or an Employee of the Insured, except when performing acts coming within the scope of the usual duties of an Employee, or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or trustees of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

DELETE LOAN PARTICIPATION COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this bond is amended by:

The Underwriter shall not be liability for loss under INSURING AGREEMENT (E) of this bond on account of any of the items listed in part (1) of the INSURING AGREEMENT accepted by another financial institution as collateral on a loan on which the Insured accepts a participation unless an Employee, prior to the acceptance by the Insured of such participation, has actual physical possession of such items.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

FRAUDULENT TRANSFER INSTRUCTIONS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The following INSURING AGREEMENT is added to the bond:

FRAUDULENT TRANSFER INSTRUCTIONS

Loss resulting directly from the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent instruction transmitted to the Insured via telefacsimile, telephone, or electronic mail; provided however that

- (1) The fraudulent instruction purports, and reasonably appears, to have originated from:
 - a. such Customer;
 - b. an Employee acting on instructions of such Customer; or
 - c. another financial institution acting on behalf of such Customer with authority to make such instructions; and
- (2) The sender of the fraudulent instruction verified the instruction with the password, PIN, or other security code of such Customer; and
- (3) The sender was not, in fact, such Customer, was not authorized to act on behalf of such Customer, and was not an Employee of the Insured; and
- (4) The instruction was received by an Employee of the Insured specifically authorized by the Insured to receive and act upon such instructions; and
- (5) For any transfer exceeding the amount set forth in Item 8. of this Rider, the Insured verified the instruction via a call back to a predetermined phone number set forth in the Insured's Written agreement with such Customer or other verification procedure approved in writing by the Underwriter; and
- (6) The Insured preserved a contemporaneous record of the call back, if any, and of the instruction which verifies use of the authorized password, PIN or other security code of the Customer.

2. As used in this Rider, Customer means a natural person or entity which has a Written agreement with the Insured authorizing the Insured to transfer Money on deposit in an account or Certificated Securities in reliance upon instructions transmitted to the Insured via the means utilized to transmit the fraudulent instruction.
3. It shall be a condition precedent to coverage under this Insuring Agreement that the Insured assert any available claims, offsets or defenses against such Customer, any financial institution or any other party to the transaction.
4. The following additional Exclusions are added to the bond applicable only to this **INSURING AGREEMENT**:
 - a. Loss resulting directly or indirectly from a fraudulent instruction if the sender, or anyone acting in collusion with the sender, ever had authorized access to such Customer's password, PIN or other security code; and
 - b. Loss resulting directly or indirectly from the fraudulent alteration of an instruction to initiate an automated clearing house (ACH) entry, or group of ACH entries, transmitted as an electronic message, or as an attachment to an electronic message, sent via the Internet, unless:
 - (1) Each ACH entry was individually verified via the call back procedure without regard to the amount of the entry; or
 - (2) The instruction was formatted, encoded or encrypted so that any alteration in the ACH entry or group of ACH entries would be apparent to the Insured.
5. Liability of the Underwriter under this **INSURING AGREEMENT** shall be a part of, not in addition to, the Aggregate Limit of Liability of this Bond.
6. For purposes of this **INSURING AGREEMENT**, all loss or losses involving one natural person or entity, or one group of natural persons or entities acting together, shall be a Single Loss without regard to the number of entities but arising from the same method of operation shall be deemed to involve the same natural person or entity and shall be treated as Single Loss.
7. The Single Loss Limit of Liability and Single Loss Deductible applicable to loss under this **INSURING AGREEMENT** as set forth in the Declarations.
8. The amount of any single transfer for which verification via a call back will be required is: \$_____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ELIMINATE BRANCH OFFICES

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The attached bond does not cover the Insured's offices located at:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

EMPLOYEE EXCLUDED POSITIONS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the word "Employee", as used in this bond, does not mean any of the persons who are engaged in the operation or maintenance of any building owned or used by the Insured and who occupy one or more of the positions listed below; and the Underwriter shall not be liable under this bond for loss caused by any such person except loss through robbery or burglary recoverable under **INSURING AGREEMENT (B)** or through robbery recoverable under **INSURING AGREEMENT (C)** of this bond:

Excluded Positions

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

EMPLOYEE NOT INCLUDING CLOSING ATTORNEY OR CONVEYANCER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this anything to the contrary notwithstanding in this bond or in any rider attached hereto, whether before or after the effective date of this rider, the word "Employee" as used in this bond shall not mean any person, whether natural, partnership or corporation, elected or appointed by the Insured to act as closing attorney or conveyancer for the Insured, including any employee of such attorney or conveyancer, in the closing of title to property in connection with a loan approved by the Insured while such person is performing such services and the Underwriter shall not be liable under this bond on account of the loss of Property in the care and custody of such person while performing such services.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

FREDDIE MAC OR FANNIE MAE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. At the written request of the named Insured, any payment in satisfaction of loss covered by said bond involving Money or other Property in which the following entity as designated by a check mark:
 Federal National Mortgage Association
 Federal Home Loan Mortgage Corporation
has an interest shall be paid by an instrument issued to that organization and the named Insured as joint loss payees, subject to the following conditions and limitations:
 - a. The attached bond is for the sole use and benefit of the named Insured as expressed herein. The organization named above (as designated by the check mark) shall not be considered an Insured under this bond, nor shall it otherwise have any rights or benefits under this bond.
 - b. Notwithstanding any payment made under the terms of this rider or the execution of more than one of such similar rider, the amount paid for any one loss occurrence or otherwise in accordance with the terms of this bond shall not exceed the limits of liability as set forth in the Declarations Page.
 - c. Nothing herein is intended to alter the terms, conditions and limitations of the bond.
2. Should this bond be cancelled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give thirty (30) days advance notice to the organization named above (as designated by a check mark), but failure to do so shall not impair or delay the effectiveness of any such cancellation, reduction, non-renewal or restrictive modification, nor shall the Underwriter be held liable in any way.
3. Should this bond be cancelled or reduced at the request of the Insured, the Underwriter will endeavor to notify the organization named above (as designated by a check mark) of such cancellation or reduction within 10 business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be held liable in any way.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

GINNIE MAE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Except with respect to paragraphs 7 and 8 of this Rider, this Rider takes effect if, but only if, the Government National Mortgage Association (hereinafter "Ginnie Mae") terminates the Insured's right to service mortgages that are owned by Ginnie Mae. Paragraphs 7 and 8 shall be effective when this Rider becomes effective.
2. In the event of such a termination, and where the Insured has failed to file a claim under this bond for a loss sustained prior to the termination set forth in Paragraph 1, including failure to file notice of loss or proof of loss, as the case may be, Ginnie Mae shall have the right to file a claim directly under this bond no later than 10 business days after expiration of the time period that this bond required the Insured to take such action. The notice of loss or proof of loss submitted by Ginnie Mae must be accompanied by:
 - a. Proof of Ginnie Mae's interest in the funds or other Property related to the loss, and
 - b. Proof that Ginnie Mae notified the Insured in writing that if the Insured failed to comply with the notice/proof requirements set forth by the NOTICE/PROOF-LEGAL PROCEEDINGS condition of this bond, Ginnie Mae would take action to comply with the requirements of such condition. Ginnie Mae's notice shall be mailed to the Insured's last address known to Ginnie Mae or the Insured's address of this bond. Proof of mailing shall be sufficient proof of notice.
3. In the event Ginnie Mae provides such notice of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends to pursue a claim for the loss, Ginnie Mae shall have full authority to provide the proof of loss, negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to file the proof of loss, negotiate, settle, file suit or take any other action with respect to the loss. In the event the Insured has provided the notice of loss in compliance with the NOTICE/PROOF LEGAL PROCEEDINGS condition of this bond and Ginnie Mae provides

the proof of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, Ginnie Mae shall have full authority to negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to negotiate, settle, file suit or take any other action with respect to the loss. Any suit shall be filed in the name of the Insured for the benefit of Ginnie Mae.

4. In the event Ginne Mae provides such notice of loss or proof of loss and the Insured notifies the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, unless otherwise ordered by a court of competent jurisdiction, and subject to Ginnie Mae's rights under paragraph 3., the Insured shall have full authority to negotiate, settle, file suit or take any other action in relation to the loss, but Ginnie Mae shall be a loss payee of any payment for a covered loss along with the Insured as their interests may appear, and any payment shall be made as described in paragraph 5.
5. Any payment of the Insured's loss after such notice of loss or proof of loss provided by Ginnie Mae, or after Ginnie Mae notifies Underwriter and Insured in writing that it claims an interest in any payment due under this bond, shall, at the Underwriter's option, be made by check or draft either (a) jointly payable to the Insured and Ginnie Mae, as their interests may appear, or (b) payable solely to Ginnie Mae, and, in either case, mailed to Ginnie Mae.
6. Nothing in this Rider shall make Ginnie Mae an insured under this bond, nor obligate the Underwriter to pay any loss not suffered by the Insured, nor obligate the Underwriter to pay any loss or any amount which it would not owe had the Insured alone submitted the claim.
7. Should this bond be cancelled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give 30 days written advance notice to Ginnie Mae, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be liable for any damages allegedly caused by its failure to give such notice.
8. Should this bond be cancelled or reduced at the request of the Insured, the Underwriter will endeavor to notify Ginnie Mae in writing of such cancellation or reduction within 10 business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall Underwriter be liable for any damages allegedly caused by its failure to give such notice.
9. Insured and Underwriter agree that Ginnie Mae may obtain a copy of this bond upon written request to the Insured. In addition, upon the request of Ginnie Mae, the Underwriter will confirm whether this bond is in effect and will endeavor to provide information regarding the Limits of Liability, Insuring Agreements and riders of this bond.
10. All notices to be submitted to Ginnie Mae shall be sent to the following address:

11. Except as provided above, this bond remains in full force and effect according to its terms, and the limits of liability, deductibles, and all of its other terms and conditions continue to apply.
12. The Insured agrees that the including of this Rider on the bond is absolute proof of consent by the Insured to allow the Underwriter to comply with the terms of this Rider even when action by the Underwriter in compliance with this Rider may detrimentally affect the Insured's rights with regard to other claims and/or may not be in the best interest of the Insured.
13. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ISSUERS OF REGISTERED CHECKS OR PERSONAL MONEY ORDERS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 24

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Each natural person, partnership or corporation duly authorized by the Insured to issue Register Checks or Personal Money Orders drawn by the Insured (each such person, partnership or corporation being herein called Issuer) shall while acting on behalf of the Insured or while in possession of Money or other property belonging to the Insured or in which the Insured has an interest, be deemed to be an Employee as defined in this bond. Each such Issuer and the partners, officers and employees of such Issuer shall, collectively be deemed to be one Employee for all purposes of the attached bond; excepting, however, the second paragraph of **CONDITIONS AND LIMITATIONS, TERMINATION OR CANCELLATION, Section 12.**
2. The premium for the coverage given on Issuers is based upon the number of Issuers to be covered at the time the rider becomes effective. On the anniversary date of this bond in each year it continues in force, an adjustment of the premium for such coverage for the remainder of any unexpired premium period, if any, will be made pro rata on the basis of the number of Issuers covered thereunder at such time.
3. Thus bond shall be deemed cancelled as to any Issuer:
 - (a) Immediately upon discovery by the Insured of any dishonest or fraudulent act of such Issuer unless within five days after discovery of such act, the Insured shall give the Underwriter written notice thereof and in such event this bond shall be deemed cancelled as to such Issuer at the expiration of thirty days after such discovery of such act; or
 - (b) At 12:01 a.m. as provided in this bond, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall not be less than thirty days after such service, if sent by mail, nor less than thirty-five days after the date of mailing. The mailing by the Underwriter of notice as aforesaid, to the Insured at its Principal Address shall be sufficient proof of notice.
4. The total liability of the Underwriter under the attached bond on account of loss sustained at any time but discovered after the date and hour this rider becomes effective through acts committed by any natural person, partnership or corporation deemed to be an Employee in

accordance with paragraph 1 of this rider, or in which such Employee is concerned or implicated, is limited to the sum of _____ Dollars (\$_____)

it being understood however, that such liability shall be a part of and not in addition to the Single Loss Limit of Liability stated in Item 4 of the Declarations of this bond.

5. This bond, as amended by this rider, does not afford coverage in favor of any Issuer, and upon payment to the Insured by the Underwriter on account of loss through acts committed by any of the partners, officers or employees of such Issuer, whether acting alone or in collusion with others, an assignment of such of the Insured's rights and causes of action as it may have against such Issuer by reason of such acts so committed, shall, to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights herein provided for.

or by the partners, officers or employees of such Servicing Contractors or in which such Servicing Contractors or the partners, officers or employees of such Servicing Contractors are concerned or implicated.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

JOINT INSUREDS—WHEN COVERED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. From and after the time this rider becomes effective the Insured under the attached bond are:
2. The first named Insured shall act for itself and for each and all of the Insured for all the purposes of the attached bond.
3. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall for all the purposes of the attached bond constitute knowledge or discovery by all the Insured.
4. If, prior to the termination of the attached bond in its entirety, the attached bond is terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered before the expiration of one year from the time such termination as to such Insured becomes effective.
5. The liability of the Underwriter for loss or losses sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss or losses been sustained by any one of the Insured. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss.
6. If the first named Insured ceases for any reason to be covered under the attached bond, then the Insured next named shall thereafter be considered as the first named Insured for all the purposes of the attached bond.
7. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
8. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

JOINT INSURED VARYING DEDUCTIBLE AMOUNTS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. All references to "Single Loss Deductible" are deleted from the Declarations Page.
2. Subject to the provisions of the attached bond with respect to the Single Loss Limit of Liability and Single Loss Deductible amounts, the Single Loss Deductible shown for each of the following deductible groups applies to each of the Insureds listed within each group.

JOINT INSURED SINGLE LOSS DEDUCTIBLE GROUPS

Group A		Single Loss Deductible \$ _____
	Insureds	

Group B		Single Loss Deductible \$ _____
	Insureds	

Group C		Single Loss Deductible \$ _____
	Insureds	

3. In the event of a loss involving two or more Insureds with different Single Loss Deductibles, the highest Single Loss Deductible applicable to any of the Insureds involved in the loss shall be used.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

LOSS SUSTAINED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that this bond is amended by:

1. Deleting **CONDITIONS AND LIMITATIONS**, DISCOVERY, Section 3, and replacing it in its entirety as follows:

LOSS SUSTAINED COVERAGE

Section 3. This bond covers loss sustained and discovered as follows:

1. Loss sustained by the Insured after 12:01 a.m. of the date set forth in Item 2. Of the Declarations and while this bond is in force.

2. loss sustained by the Insured at any time before the termination or cancellation of this bond as an entirety, which would have been recoverable under the coverage any other insurance carried by the Insured or any predecessor in interest of the Insured and giving some or all of the coverage afforded under the Insuring Agreement of this bond applicable to such loss, had such other insurance given all the coverage afforded under such Insuring Agreement of this bond; PROVIDED with respect to loss covered by this paragraph, that:

(a) the applicable coverage of this bond is substituted on or after 12:01 a.m. on the date set forth in Item 2 of the Declarations, for the coverage given any such other insurance and the insured or such predecessor, as the case may be, amend such coverage continuously from the time such loss is sustained to the date and hour the coverage of this bond is substituted therefor, and

(b) such coverage in force at the time such loss is sustained gave some or all of the coverage afforded under the Insuring Agreement of this bond applicable to such loss, and

(c) at the time of discovery of such loss, the period for discovery of loss under all bonds and policies of insurance which afford coverage applicable to such loss and for which the coverage of this bond is substituted, has expired, and

(d) the applicable amount of this bond is larger than the amount of coverage under any other insurance carried by the Insured or such predecessor, as the case may be, and in force at the time such loss is sustained, and giving some or all of the coverage afforded under the Insuring

Agreement of this bond applicable to such loss, then the liability hereunder for such loss shall not exceed the smaller amount.

3. Losses referred to in paragraphs 1 and 2 immediately preceding must be discovered by the insured prior to the expiration of twelve months after the termination or cancellation of this bond as an entirety, hereinafter set forth, or after the termination or cancellation of this bond in any other manner. However, such additional period of time for the discovery of loss shall terminate immediately upon any take over of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for such purpose.

4. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not than be known.

2. **CONDITIONS AND LIMITATIONS, LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE,** Section 8 is amended as follows:

- i. by deleting from lines 2 and 3 of the first paragraph thereof "which is recoverable or recovered in whole in or part under any" and replacing it with "which occurs partly during the period of this bond and partly during the period of"; and
- ii. by deleting the second paragraph thereof in its entirety.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

NON-CUMULATIVE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14, 24 and 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that if any claim under this bond is also covered by one or more other bonds or policies issued by the Insurer, or by any other member of BHSIC, to the person or entity named in Item 1 of the Declarations or to any person who controls, is controlled by or is under common control with, said person or entity, then with respect to such claim:

- a) The Insurer shall not be liable under this policy for a greater proportion of the loss than the applicable limit of liability under this bond bears to the total applicable limits of liability of all such policies, and
- b) The maximum amount payable under all such policies shall not exceed the limit of liability of that policy referred to above which has the highest applicable limit of liability.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

OMNIBUS NAMED INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the Insured under this bond is amended to include any interest now or hereafter owned or controlled by the Insured, provided any such interest so included as Insured under this bond by reason of this rider must be 50% or more controlled by the Insured and subject to the provisions of General Agreement B as amended.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

RETROACTIVE DATE: _____
 Month Day Year

This bond does not cover loss sustained by the Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SCHEDULED DEPOSITORIES

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Those premises of Depositories listed in the following Schedule shall be deemed to be premises of the Insured but only as respects coverage on Certificated Securities:

SCHEDULE

DEPOSITORY

LOCATION COVERED

2. Certificated Securities held by such Depository shall be deemed to be Property as defined in this bond to the extent of the Insured's interest therein as effected by the making of appropriate entries on the books and records of such Depository.
3. This bond does not afford coverage in favor of any Depository listed in the Schedule above. When the Underwriter indemnifies the Insured for a loss covered hereunder, the Insured will assign the rights and causes of action to the extent of a claim payment against the Depository, or any other entity or person against whom it has a cause of action, to the Underwriter.
4. If the rules of the Depository named in the Schedule above provide that the Insured shall be assessed for a portion of the judgment (or agreed settlement) taken by the Underwriter based upon the assignment set forth in part 3 above and the Insured actually pays such assessment, then the Underwriter will reimburse the Insured for the amount of the assessment but not exceeding the amount of the loss payment by the Underwriter.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SERVICING CONTRACTORS EXCLUDED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that anything in this bond to the contrary notwithstanding, **INSURING AGREEMENTS, SERVICING CONTRACTORS**, shall not apply to loss caused by any of the Servicing Contractors named below

or by the partners, officers or employees of such Servicing Contractors or in which such Servicing Contractors or the partners, officers or employees of such Servicing Contractors are concerned or implicated.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SPECIFIED INSTITUTION RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

INSTITUTION: _____

RETROACTIVE DATE: _____
Month Day Year

As respects the Joint Insured named above, this bond does not cover loss sustained by the above named Institution, or loss sustained by the Insured arising from assets acquired from the above named Institution and resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SPECIFIED JOINT INSURED RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

JOINT INSURED: _____

RETROACTIVE DATE: _____
 Month Day Year

As respects the Joint Insured named above, this bond does not cover loss sustained by the Joint Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

TRADING LOSS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the attached bond is amended by:

1. deleting the final semicolon of the Trading Loss Exclusion found in the **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2, subsection (i); and
2. adding the following thereto:
"if coverage is carried thereunder, nor shall it apply to **INSURING AGREEMENT (A)** to the extent that the loss covered thereunder does not exceed the sum of _____ Dollars (\$_____). It being understood, however, that such liability shall be part of and not in addition to the Limit of Liability stated in Item 4 or amendment thereof.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER CRIME COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. All the terms and conditions of bond form **XXXX (X/XX)** shall apply to coverage as is afforded by this rider unless specifically stated otherwise herein or in any other rider attached to this bond.
2. **Item 4.** of the **Declarations** is amended by adding the following Insuring Agreements or Coverage:

	Single Loss Limit of Liability	Single Loss Deductible
Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX
Data Processing Service Operations	\$XXXXXXXX	\$XXXXXXXX
Voice Initiated Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Telefacsimile Transfer Fraud	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Hacker	\$XXXXXXXX	\$XXXXXXXX
Destruction of Data or Programs by Virus	\$XXXXXXXX	\$XXXXXXXX
Voice Computer Systems Fraud	\$XXXXXXXX	\$XXXXXXXX

3. The following is added to the **Declarations**:

Item ____.

Voice Initiated Transfer Fraud

Under the terms of the Voice Initiated Transfer Fraud Insuring Agreement, the Insured must place verification call-back for each transfer in excess of \$XXXXXXXX

Telefacsimile Transfer Fraud

Under the terms of the Telefacsimile Transfer Fraud Insuring Agreement, the Insured must place a verification call-back for each transfer in excess of \$XXXXXXX

4. The following **Insuring Agreements** are added to the bond:

COMPUTER SYSTEMS FRAUD

(CS) Loss resulting directly from a fraudulent:

- (1) entry of Electronic Data or Computer Program into, or
- (2) change of Electronic Data or Computer Program within

any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the bond period; as provided by **General Agreements B**; provided the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

DATA PROCESSING SERVICE OPERATIONS

(DP) Loss sustained by a Client of the Insured resulting directly from a fraudulent:

- (1) entry of Electronic Data or a Computer Program into, or
- (2) change of Electronic Data or a Computer Program within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement, or
- (3) entry or change of Electronic Data during electronic transmission or physical transit from the Insured to its Client, provided that the entry or change causes:
 - (i) Property to be transferred, paid or delivered,
 - (ii) an account of the Client, or a customer of the Client, to be added, deleted, debited or credited, or

(iii) an unauthorized account or a fictitious account to be debited or credited, and for which loss the Insured is legally liable to the Client as a provider of data processing services for such Client.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

In this Insuring Agreement, Client means an entity for which the Insured serves as data processor under the terms of a written agreement.

VOICE INITIATED TRANSFER FRAUD

(VI) Loss resulting directly from the Insured having, in good faith, transferred Funds from a Customer's account through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent voice instruction transmitted by telephone which was purported to be from:

- (1) an officer, director, partner or employee of a Customer of the Insured who was authorized by the Customer to instruct the Insured to make such transfer,
- (2) an individual person who is a Customer of the Insured, or
- (3) an Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds,

and was received by an Employee of the Insured specifically designated to receive and act upon such instructions, but the voice instruction was not from a person described in (1), (2) or (3) above, provided that:

- (i) such voice instruction was electronically recorded by the Insured and required password(s) or code word(s) given; and
- (ii) if the transfer was in excess of the amount shown in paragraph 3. of this rider, as the verification call-back amount for this Insuring Agreement, the voice instruction was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on voice instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

TELEFACSIMILE TRANSFER FRAUD

(TT) Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

(1) purports and reasonably appears to have originated from:

- (a) a Customer of the Insured,
- (b) another financial institution, or
- (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears, and

(2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it, and

(3) contains the name of a person authorized to initiate such transfer;

provided that, if the transfer was in excess of the amount shown in paragraph **3.** of this rider as the verification call-back amount for this Insuring Agreement, the instructions was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

(DDH) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

(DDV) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

Special Condition: Under this Insuring Agreement, "Single Loss" means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate "Single Loss."

VOICE COMPUTER SYSTEM FRAUD

(VCS) Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account

Code or System Password required to obtain access to a Voice Computer System owned or leased by the Insured, installed on the Insured's premises, whose System Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

Special Condition: Under this Insuring Agreement, "Single Loss" means loss resulting from toll call charges made only on telephone lines directly controlled by one Voice Computer System and only toll call charges occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charge was made.

5. **GENERAL AGREEMENTS B.** is deleted in its entirety and replaced with the following:

**ADDITIONAL OFFICES OR EMPLOYEES OR COMPUTER SYSTEMS —
CONSOLIDATION, MERGER OR PURCHASE OF ASSETS OR COMPUTER SYSTEMS**

B. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities or computer systems of, another institution, such offices and computer systems shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities or computer systems of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (a) has occurred or will occur in offices or premises or computer systems, or
- (b) has been caused or will be caused by an employee or employees of such institution, or
- (c) has arisen or will arise out of the assets or liabilities or computer systems acquired by the Insured as a result of such consolidation, merger or purchase of assets or liabilities or computer systems unless the Insured shall:
 - (i) give the Underwriter written notice of the proposed consolidation, merger or purchase of assets or liabilities or computer systems prior to the proposed effective date of such action; and
 - (ii) obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises or computer

systems, Employees and other exposures; and

- (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

6. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, DEFINITIONS**, "Property" is amended to include Electronic Data and Computer Programs.

7. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, DEFINITIONS**, Section 1. is amended by adding the following definitions thereto:

- (i) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the System.
- (ii) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (iii) Computer System means:
 - (1) computers with related peripheral components, including storage components wherever located;
 - (2) systems and applications software;
 - (3) terminal devices; and
 - (4) related communication networks, including the internet by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (iv) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (v) Funds means Money on deposit in an account.
- (vi) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity allowed by a hardware or software-based System option that has been incorporated by a manufacturer or vendor into a System or any component thereof provided said System option is not intended for the sole use of such manufacturer or vendor.
- (vii) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
- (viii) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.

- (ix) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
- (x) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon by the Insured and a customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.
- (xi) Uncertificated Security means a share, participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:
 - (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
 - (2) of a type commonly dealt in securities, exchanges or markets; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (xii) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

8. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2. is amended by adding the following exclusions thereto:**

- (i) any loss of the type or kind covered by any other Insuring Agreement provided in this bond, regardless of any deductible amount or limit of liability;
- (ii) loss caused by a director or Employee of the Insured or by a person in collusion with any director or Employee of the Insured; (Collusion shall include the willful withholding of knowledge from the Insured by any director or Employee that a fraudulent act by a person not an Employee has been or will be perpetrated against the Insured.);
- (iii) loss resulting directly or indirectly from entry or change Computer Programs in a Computer System, unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (iv) loss resulting directly or indirectly from the Insured having transferred Funds in reliance on the validity of a voice instruction, unless covered under the **COMPUTER SYSTEMS FRAUD** or **VOICE INITIATED TRANSFER FRAUD** Insuring Agreements;
- (v) loss resulting directly or indirectly by the Insured having transferred or delivered Funds, Certificated Securities or Uncertificated Securities in reliance on an instruction received through a Telefacsimile Device, unless covered under the **TELEFACSIMILE TRANSFER FRAUD** Insuring Agreement;
- (vi) loss resulting directly or indirectly from theft of confidential information;

- (vii) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and would be imposed on the Insured regardless of the existence of the contract;
- (viii) the cost of duplication of Electronic Data or Computer Programs, unless covered under the **DESTRUCTION OF DATA OR PROGRAMS BY HACKER** or **DESTRUCTION OF DATA OR PROGRAMS BY VIRUS** Insuring Agreements;
- (ix) loss involving a Voice Computer System, unless covered under the **VOICE COMPUTER SYSTEM FRAUD** Insuring Agreement;
- (x) loss resulting directly or indirectly from:
 - (1) written instructions or advices, or
 - (2) telegraphic or cable instructions or advices;

unless the instructions or advices are Tested and the loss is covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xi) loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (xii) loss resulting directly or indirectly from the fraudulent preparation, or fraudulent modification of Computer Programs unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xiii) loss resulting directly or indirectly from:
 - a. mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System; or
 - b. failure or breakdown of electronic data processing media; or
 - c. error or omission in programming or processing;
- (xiv) loss as a result of a threat to Computer System operations;
- (xv) loss resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card to gain access to the Insured's Voice Computer System;

- (xvi) loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such customer by a person who had authorized access to the customer's authentication mechanism;
- (xvii) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason;
- (xviii) loss of potential income, including but not limited to interest and dividends;
- (xix) loss of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;
- (xx) any fees, costs and expenses incurred by the Insured;
- (xxi) indirect or consequential loss of any nature;
- (xxii) loss involving automated mechanical devices which on behalf of the Insured, disburse money, accept deposits, cash checks, drafts or similar written instruments, or make credit card loans;
- (xxiii) loss due to riot or civil commotion or loss due to military, naval or usurped power, war or insurrection;
- (xxiv) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this exclusion shall not apply to loss resulting from industrial uses of nuclear energy; and
- (xxv) loss as a result of a threat
 - 1) to do bodily harm to any person;
 - 2) to do damage to the premises or property of the Insured; or
 - 3) to Computer Systems operations;

9. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is amended by adding the following thereto:

- (g) Proof of loss for claim under the Voice Initiated Transfer Fraud Insuring Agreement must include electronic recordings of such voice instructions and the verification call-back, if such call-back was required.
- (h) Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD AGENTS FIDELITY INSURING AGREEMENT

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **INSURING AGREEMENTS** is amended by adding an additional **INSURING AGREEMENT** as follows:

AGENTS FIDELITY

Loss resulting directly from dishonest or fraudulent acts committed by an Agent named or described below, acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Agent with the active and conscious purpose (a) to cause the Insured to sustain such loss and (b) to obtain an improper financial benefit for the Agent.

As used in this Insuring Agreement, improper financial benefit does not include any benefits received in the course of the agency relationship (including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) and intentionally paid by the Insured.

2. Only an Agent named or described below is covered under the **AGENTS FIDELITY INSURING AGREEMENT**, and then only for an amount up to the Single Loss Limit of Liability applicable to that Agent. Any amount paid by the Underwriter under this **INSURING AGREEMENT** is a part of, and not in addition to, the amount set forth in **Item 3**. Of the Declarations Page of this bond.

The Agents named or described below are covered as follows:

Single Loss Limit of Liability of \$_____ and Deductible of \$_____ are applicable to

Single Loss Limit of Liability of \$ _____ and Deductible of \$ _____ are applicable to

Single Loss Limit of Liability of \$ _____ and Deductible of \$ _____ are applicable to

3. The term Agent shall be deemed to include the partners, officers and employees of such Agent and all such persons shall collectively be deemed to be one person for the purposes of Section 2. of this Rider.
4. **CONDITIONS AND LIMITATIONS, EXCLUSIONS** (u) shall not apply to the **AGENTS FIDELITY INSURING AGREEMENT** set forth above.
5. In the **ON PREMISES INSURING AGREEMENT**, any reference to an office of the Insured shall be deemed to include an office of an Agent listed in Section 2. of this Rider.
6. The following are added to the conditions and limitations of this bond:

ASSIGNMENT OF RIGHTS

This bond does not afford coverage in favor of any Agent, and upon payment to the Insured by the Underwriter on account of any loss or losses for which such Agent is liable to the Insured, an assignment of such of the Insured's rights and causes of action as it may against such Agent by reason of such liability shall, to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights which are herein provided.

INDIVIDUAL TERMINATION

This bond terminates as to any partner, officer or employee of any Agent (a) as soon as any Insured, or any director or officer of the Insured not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or an Agent or otherwise, whether or not of the type covered under the **AGENTS FIDELITY INSURING AGREEMENT**, against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel the bond as to such person.

7. The following Exclusion is added to **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2 of this bond:

Loss resulting directly or indirectly from the dishonest or fraudulent acts of any Agent listed in Section 2. of this Rider, or of any partner, officer or employee of any such Agent, if any Insured, or any director or officer of an Insured who is not in collusion with such Agent or such person, knows, or knew at any time, of any dishonest or fraudulent act committed by such Agent or such person, at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under **INSURING AGREEMENT (A)**, against the Insured or any other persons or entity and without regard to whether such knowledge was obtained before or after the commencement of this bond. Provided, however, that this Exclusion does not apply to loss of any Property already in transit in the custody of such Agent or such person at the time such knowledge was obtained or to loss resulting directly from dishonest or fraudulent acts occurring prior to the time such knowledge was obtained.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD DATA BREACH/CONFIDENTIAL INFORMATION EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS** EXCLUSIONS, Section 2 is amended by adding the following:

loss resulting directly or indirectly from the theft, disappearance, destruction or disclosure of confidential information including but not limited to, trade secrets, personal customer information, customer lists, a customer's personally identifiable financial or medical information and intellectual property, whether such confidential information is owned by the Insured or held by the insured in any capacity including concurrently with another person.

2. The following Section is added to the **CONDITIONS AND LIMITATIONS** of the bond:

As used in this bond, loss does not include expenses arising from a data security breach, including but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ADD OR DELETE JOINT INSUREDS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

At the request of the Insured, the Underwriter adds to/deducts from the list of Insured(s) under the attached bond the following:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AGGREGATE LIMIT TO REINSTATE OR INCREASE MID-TERM

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. As of the date shown below in item 3, the remaining Aggregate Limit of Liability of the Underwriter for the remainder of the Bond Period is \$_____.
2. In consideration of an additional premium, the Aggregate Limit of Liability is increased from the amount shown above in item 1 to \$_____. Such amount applies only to losses discovered after the effective date of this rider, and in no event shall the aggregate of all payments made for loss discovered during the remainder of the Bond Period exceed this amount. Losses discovered prior to the effective date shown on this rider, and unpaid as of that date, shall be subject to the remaining Aggregate Limit of Liability shown in item 1 above.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This RIDER, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**AGREEMENT (B)(1) ON PREMISES AMENDED RIDER
(THEFT AND FALSE PRETENSES;
ANY OFFICES OR PREMISES WHERE PROPERTY IS LODGED OR DEPOSITED)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **INSURING AGREEMENTS, ON PREMISES, (B)(1)** is deleted in its entirety and replaced with the following:

(B)(1) Loss of items enumerated in the definition of Property resulting directly from:

- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof; or
- (b) theft, false pretenses, common-law or statutory larceny, committed by a person present in an office or on the premises of the Insured or on the premises where the Property is lodged or deposited;

while the Property is lodged or deposited within offices or premises located anywhere.

All other terms and conditions of this bond remain unchanged.

____ **Item 6:** Insured's Offices Covered – All offices in the United States of America and Canada and any other offices listed below:

____ **Item 7:** The Insured by acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this bond becomes effective.

2. This Rider applies to loss sustained at any time but discovered after 12:01 on _____.

All other terms and conditions of this bond remain unchanged.

____ **Item 6:** Insured's Offices Covered – All offices in the United States of America and Canada and any other offices listed below:

____ **Item 7:** The Insured by acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) such termination or cancellation to be effective as of the time this bond becomes effective.

2. This Rider applies to loss sustained after 12:01 on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND DEDUCTIBLE--DISCOVERY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The attached bond is amended by replacing that **Item(s)** on the Declarations Page corresponding to the **Item(s)** indicated below with an "X".

_____ **Item 2.** Bond Period from 12:01 a.m. on _____ to 12:01 a.m. on _____
(MONTH DAY YEAR) (MONTH DAY YEAR)

_____ **Item 4.** Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$____
and the Single Loss Deductible is \$____

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above. (If an Insuring Agreement or Coverage is to be deleted, insert "Not Covered".)

Amount applicable to:	Single Loss Limit of Liability	Single Loss Deductible
Insuring Agreement (D)—FORGERY OR ALTERATION	\$	\$
Insuring Agreement (E)—SECURITIES	\$	\$
Optional Insuring Agreements and Coverages	\$	\$

2. This Rider applies to loss sustained at any time but discovered after 12:01 a.m. on _____ standard time as specified in the attached bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND DEDUCTIBLE—LOSS SUSTAINED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The attached bond is amended by replacing that **Item(s)** on the Declarations Page corresponding to the **Item(s)** indicated below with an "X".

_____ **Item 2.** Bond Period from 12:01 a.m. on _____ to 12:01 a.m. on _____
(MONTH DAY YEAR) (MONTH DAY YEAR)

_____ **Item 4.** Subject to Sections 4 and 11 hereof,
the Single Loss Limit of Liability is \$____
and the Single Loss Deductible is \$____

Provided, however, that if any amounts are inserted below opposite specified Insuring Agreements or Coverage, those amounts shall be controlling. Any amount set forth below shall be part of and not in addition to amounts set forth above. (If an Insuring Agreement or Coverage is to be deleted, insert "Not Covered".)

Amount applicable to:	Single Loss Limit of Liability	Single Loss Deductible
Insuring Agreement (D)—FORGERY OR ALTERATION	\$	\$
Insuring Agreement (E)—SECURITIES	\$	\$
Optional Insuring Agreements and Coverages	\$	\$

2. This Rider applies to loss sustained after 12:01 a.m. on _____ standard time as specified in the attached bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND DEFINITION OF EMPLOYEE RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 25

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS, DEFINITIONS, Section 1. (e)** Employee is amended to include the following:

(6) a natural person assigned to perform employee duties for the Insured by any agency furnishing either temporary or leased personnel, or by an employment contractor, on a contingent, part-time or full-time basis; provided, however, this bond will be excess of any other insurance or suretyship held by such agency or employment contractor;

(7) any former employee for up to ninety (90) days after termination, unless said employee was discharged for a dishonest act covered by the bond;

(8) a member of the Board of Directors of the Insured, or a member of an equivalent body, when performing acts coming within the scope of the usual duties of an employee as defined in (e)(1) or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or equivalent body to perform specific, as distinguished from general, directorial acts on behalf of the Insured;

(9) any non-fund soliciting volunteer workers or interns or students while working under the direction and control of the Insured, whether or not they are compensated;

(10) any employee who has been granted a prior dishonesty waiver by any insurer providing a Fidelity Bond to the Insured;

(11) retired employees brought back on a contingent or part time basis;

(12) Consultants, while:

- (a) a consultancy agreement is in effect between the Insured and such Consultant or between the Insured and the Consultant's company or firm;
- (b) the Consultant is under the supervision, direction and control of the Insured; and

(c) the Consultant is performing acts within the scope of the executed consultancy agreement

provided, however, this bond will be excess of any other insurance or suretyship held by such Consultant; and

(13) each natural person, partnership or corporation authorized under written contract with the Insured to design, prepare, supply or service electronic computer instructions for computer systems of the Insured, (herein called "independent software contractor"); each independent software contractor and the partners, officers and employees of the independent software contractor shall, collectively, be deemed to one employee for all the purposes of the bond.

An employee of one Insured is considered an employee of all Insureds covered under this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND KNOWLEDGE

THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **CONDITIONS AND LIMITATIONS, DISCOVERY**, Section 3. is deleted in its entirety and replaced with the following:

Section 3. This bond applies to loss discovered by the Insured during the Bond Period. Discovery of loss occurs when a manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent, first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when any of the foregoing individuals receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this bond.

2. **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is deleted in its entirety and replaced with the following:

NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER
Section 5.

After discovery of loss occurs pursuant DISCOVERY, Section 3. you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and

d. Cooperate with us in the investigation and settlement of any claim.

3. Paragraph 2. of TERMINATION OR CANCELATION, Section 12. is deleted in its entirety and replaced with the following:

Coverage under this bond is cancelled as to any **employee**:

a. Immediately upon discovery by:

(1) A manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent; or

(2) Any of your partners, officers or directors not in collusion with the **employee**; or

(3) As to any **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;

of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Bond, there is no coverage under Insuring Agreement 1. For loss or losses resulting from acts committed by that **employee** after the date of such discovery; or

b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND REPRESENTATION OF INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that GENERAL AGREEMENTS, REPRESENTATION OF INSURED, C. is deleted in its entirety and replaced and replaced with the following:

C. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the application or otherwise, shall be grounds for the rescission of this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND SECTION 5

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 14, 24 and 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that Paragraph (a) of Section 5. is deleted in its entirety and replaced and replaced with the following:

- (A) at the earliest practicable moment, not to exceed ____ days, after discovery of loss, the Insured shall give the Underwriter notice thereof of all losses which exceed \$_____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

APPLICATION RELIANCE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The Underwriter has relied upon the accuracy and completeness of all of the statements made and information and documentation submitted to us in connection with the underwriting of this bond, including, but not limited to, all such statements and information contained in any application of insurance, whether included in an application provided by this company or some other company. All such statements, information and documentation are the basis of this bond, and are incorporated into this bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CANCELLATION OF EXISTING RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. This bond is hereby amended by cancelling and terminating that certain Rider (hereinafter called Cancelled Rider) more fully described as follows:_____ so that from and after the effective date hereof, this bond shall continue in force without the amendment contained in the said Cancelled Rider.
2. The amendment of this bond effected hereby shall apply to loss or losses sustained at any time but discovered on and after the effective date hereof.
3. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

AMEND TERMINATION OR CANCELLATION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 24**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS** TERMINATION OR CANCELLATION, Section 12. Is amended by adding the following:

No cancellation of this bond, as an entirety, whether by or at the request of the Insured or by the Underwriter, shall take effect prior to the expiration of ____ days after written notice of such cancellation has been filed with _____ unless an earlier date of such cancellation is approved by said _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CASH LETTER RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. The following **INSURING AGREEMENT** is added to the bond:

TRANSIT CASH LETTER

Loss resulting directly from the physical destruction or other loss of:

- (1) an item enclosed and listed in a Transit Cash Letter while in transit between any office of the Insured and any place in the United States of America or Canada during the course of collection, presentation or payment, provided that such item is still missing 21 days after the Insured learns that the item has not arrived at the destination; or
- (2) a canceled check (or checks) drawn by a customer after such check (or checks) has been charged to the customer's account and after a statement of the condition of the account purporting to enclose such check (or checks) has been dispatched or delivered to the customer.

The Underwriter will also indemnify the Insured for the wages paid to temporary employees and overtime wages paid to regular employees for necessary services rendered in identifying the depositors of lost items, and in assisting those depositors in obtaining duplicates thereof and also necessary costs incurred in the use of mechanical devices and materials in obtaining duplicates of the Transit Cash Letter items(s) where such devices and materials are not owned by the Insured.

2. It shall be a condition precedent to the Insured's right of recovery under this **INSURING AGREEMENT** that the Insured agrees to photograph the front and back or otherwise make a descriptive record of each item enclosed in a Transit Cash Letter. However, if no photograph of the item can be produced because of equipment failure or error by an Employee, coverage shall not be denied for that reason. A descriptive record of an item shall provide information identifying the bank upon which the item is drawn, the payee, the drawer or maker of the item, the amount payable, the date of the item and any other information necessary to reconstruct the item.

3. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2. is amended by adding the following exclusion thereto:

loss resulting directly or indirectly from a dishonest or fraudulent of a correspondent or drawee bank to which the Transit Cash Letter involved in the loss is transmitted or addressed, except when covered under **INSURING AGREEMENT (A)**.

4. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2. (g) and (k) are deleted in their entirety and replaced with the following respectively:

(g) loss caused by an Employee, except when covered under **INSURING AGREEMENT (A)** or when covered under **INSURING AGREEMENTS (B), (C)** or under the **TRANSIT CASH LETTER INSURING AGREEMENT**, and resulting directly from the misplacement, the mysterious unexplainable disappearance or the destruction of, or the damage to, Property;

(k) loss of Property while:

(1) in the mail, or

(2) in the custody of any Transportation Company, unless covered under **INSURING AGREEMENT (C)** or the **TRANSIT CASH LETTER INSURING AGREEMENT**;

except when covered under **INSURING AGREEMENT (A)**;

As used herein, "Transit Cash Letter" means any letter or package containing checks, drafts and similar items (itemized by separate amounts and accepted by the Insured for deposit, payment, collection or encashment) sent by the Insured to another office of the Insured, to a processing center, to a correspondent bank or to a Federal Reserve Bank for deposit, payment, collection or encashment.

5. The Underwriter's Aggregate Limit of Liability under the **TRANSIT CASH LETTER INSURING AGREEMENT** shall be \$XXXX, which shall be part of, not in addition to, the Aggregate Limit of Liability in Item 3. of the Declarations. A deductible amount of \$XXXX shall apply to each and every loss under the **TRANSIT CASH LETTER INSURING AGREEMENT**.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**CEASE AND DESIST ORDER/REGULATORY ORDER OR
MEMORANDUM OF UNDERSTANDING EXCLUSIONARY RIDER**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. Notwithstanding anything in the bond to the contrary, this bond does not cover any loss of any Insured that, as of the First Inception Date, was the subject of a cease and desist order, regulatory order, memorandum of understanding, or any similar document limiting such Insured's ability to conduct business.
2. For purposes of this rider, First Inception Date means the inception date of the first Financial Institutions Bond issued by the Underwriter or any other affiliate of the Berkshire Hathaway Specialty Company (BHSIC) to the Insured and continually renewed by Underwriter or any other BHSIC affiliate until the inception date of this current bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CENTRAL HANDLING OF SECURITIES

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The premises of Depositories listed in the following Schedule shall be deemed to be premises of the Insured but only as respects coverage on Certificated Securities:

SCHEDULE

DEPOSITORY

LOCATION COVERED

2. Certificated Securities held by such Depository shall be deemed to be Property as defined in the attached bond to the extent of the Insured's interest therein as effected by the making of appropriate entries on the books and records of such Depository.
3. The attached bond does not afford coverage in favor of any Depository listed in the Schedule above. When the Underwriter indemnifies the Insured for a loss covered hereunder, the Insured will assign the rights and causes of action to the extent of the claim payment against the Depository, or any other entity or person against whom it has a cause of action, to the Underwriter.
4. If the rules of the Depository named in the Schedule above provide that the Insured shall be assessed for a portion of the judgment (or agreed settlement) taken by the Underwriter based upon the assignment set form in Section 3. above and the Insured actually pays such assessment, then the Underwriter will reimburse the Insured for the amount of the assessment but not exceeding the amount of the loss payment by the Underwriter.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CHANGE OF NAME OR ADDRESS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Underwriter gives its consent to the change of the Name or Principal Address of the Insured in Item 1. of the Declarations from

To

PROVIDED, however, that the liability of the Underwriter under this bond prior to the effective date of this Rider and under this bond as changed by this Rider shall not be cumulative.

2. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COINSURANCE RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Underwriter shall not be liable for a greater percentage of any loss, including court costs and attorneys' fees, than the percentage shown below bears to the total amount of such loss, but in no event for more than the Single Loss Limit of Liability as set forth in **Item 4.** of the Declarations Page

Liability of Underwriter: _____%

2. Recoveries, whether effected by the Underwriter or by the Insured, shall be applied net of expense of such recovery first to the satisfaction of the Insured's loss in excess of the Single Loss Limit of Liability and the Deductible Amount, second to the Underwriter in the percentage shown above with the remaining percentage to the Insured and third, to the Insured in settlement of any Deductible Amount.
3. All agreements, conditions and limitations of this bond which apply to the Single Loss Limit of Liability of the Underwriter are deemed to be amended to conform with the provisions of the Rider.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER SYSTEMS FRAUD INSURING AGREEMENT

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. **INSURING AGREEMENTS** is amended by adding an additional **INSURING AGREEMENT** as follows:

COMPUTER SYSTEMS FRAUD

Loss resulting directly from a fraudulent

(1) entry of Electronic Data or Computer Program into, or
(2) change of Electronic Data or Computer Program within
any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the Bond Period, as provided by **GENERAL AGREEMENTS, CHANGE OF CONTROL-NOTICE B.** of this bond;

provided that the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited,
or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this **INSURING AGREEMENT**, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith on an instruction from a software contractor who has a written agreement with the Insured to design, implement or service programs for a Computer System covered by this **INSURING AGREEMENT**.

2. In addition to the **CONDITIONS AND LIMITATIONS** in the bond, the following, applicable to **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT** are added:

- (A) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data;
- (B) Computer System means
 - (1) computers with related peripheral components, including storage components wherever located,
 - (2) systems and applications software,
 - (3) terminal devices, and
 - (4) related communication networksby which Electronic Data are electronically collected, transmitted, processed, stored and retrieved;
- (C) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs, and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.

EXCLUSIONS

- (A) Loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from loss covered by the **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT** and would be imposed on the Insured regardless of the existence of the contract;
- (B) Loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (C) Loss resulting directly or indirectly from:
 - (1) Mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System, or
 - (2) Failure or breakdown of electronic data processing media, or
 - (3) Error or omission in programming or processing;
- (D) Loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control of such a customer by a person who had authorized access to the customer's authentication mechanism;
- (E) Loss resulting directly or indirectly from the theft of confidential information.

SERIES OF LOSSES

All loss or series of losses involving the fraudulent acts of one individual, or involving fraudulent acts in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss and subject to the Single Loss Limit of Liability. A series of losses involving unidentified individuals but arising from the same method of operation shall be deemed to involve the same individual and in that event shall be treated as a Single Loss and subject to the Single Loss Limit of Liability.

- 3. The Exclusion below, does not apply to **COMPUTER SYSTEMS FRAUD INSURING AGREEMENT**:

“loss involving any Uncertificated Security except an Uncertificated Security except an
Uncertificated Security of any Federal Reserve Bank of the United States or when covered under
INSURING AGREEMENT (A);”

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

CONCURRENT INSURANCE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The Insured will carry, concurrently with this bond, additional insurance as follows:

INSURANCE	NAME OF INSURER	AMOUNT
------------------	------------------------	---------------

2. The Underwriter shall not be liable under this bond for a greater proportion of any loss than the ratio that the applicable Single Loss Limit of Liability under this bond bears to the sum of the applicable Single Loss Limit of Liability under this bond plus the amount of such additional insurance listed above plus the applicable limit of insurance of any other valid and collectible concurrent insurance or suretyship covering such loss. This limitation on the liability of the Underwriter applies whether or not the additional insurance described in paragraph 1 was actually carried, and if carried, whether or not it is valid or collectible.
3. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to: (hereinafter called Controlling Company)

By:

CO-SURETY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The term "Underwriter" as used in the attached bond shall be construed to mean, unless otherwise specified in this rider, all Companies executing the attached bond.
2. Each of said Companies shall be liable only for such proportion of any Single Loss under the attached bond as the amount underwritten by such Company as specified in the Schedule forming a part hereof, bears to the Aggregate Limit of Liability of the attached bond, but in no event shall any of said Companies be liable for an amount greater than that underwritten by it.
3. In the absence of a request from any of said Companies to pay premiums directly to it, premiums for the attached bond may be paid to the Controlling Company for the account of all of said Companies.
4. In the absence of a request from any of said Companies that notice of claim and proof of loss be given to or filed directly with it, the giving of such notice to and the filing of such proof with, the Controlling Company shall be deemed to be in compliance with the conditions of the attached bond for the giving of notice of loss and the filing of proof of loss, if given and filed in accordance with said conditions.
5. The Controlling Company may give notice in accordance with the terms of the attached bond, terminating or cancelling the attached bond as an entirety or as to any Employee, and any notice so given shall terminate or cancel the liability of all of said Companies as an entirety or as to such Employee, as the case may be.
6. Any Company other than the Controlling Company may give notice in accordance with the terms of the attached bond, terminating or cancelling the entire liability of such other Company under the attached bond or as to any Employee.
7. In the absence of a request from any of said Companies that notice of termination or cancellation by the Insured of the attached bond in its entirety be given to or filed directly with it, the giving of such notice in accordance with the terms of the attached bond to the Controlling Company shall terminate or cancel the liability of all of said Companies as an entirety. The Insured may terminate or cancel the entire liability of any Company other than the Controlling

Company under the attached bond by giving notice of such termination or cancellation to such other Company, and shall send a copy of such notice to the Controlling Company.

8. In the event of the termination or cancellation of the attached bond as an entirety, no Company shall be liable to the Insured for a greater proportion of any return premium due to the Insured than the amount underwritten by such Company bears to the Aggregate Limit of Liability fo the attached bond.
9. In the event of the termination or cancellation of the attached bond as to any Company, such Company alone shall be liable to the Insured for any return premium due to the Insured on account of such termination or cancellation. The termination or cancellation of the attached bond as to any Company other than the Controlling Company shall not terminate, cancel or otherwise affect the liability of the other Companies under the attached bond.

Underwritten for the sum of \$
except as follows:

Controlling Company

By:
Attest:

Underwritten for the sum of \$
except as follows:

By:
Attest:

Underwritten for the sum of \$
except as follows:

By:
Attest:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

DRAFT SIGNERS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The word "Employee" as used in **INSURING AGREEMENT (A)** of the attached bond shall be deemed to include the nature persons authorized to sign drafts, on behalf of the Insured, for the Insured's policyholders empowered by contract with the Insured to settle their own claims.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

INSURED'S ERISA PLANS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

FINANCIAL INSTITUTION BOND Standard Form No. 25

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the following is added to the **GENERAL AGREEMENTS**:

If any Employee or director of the Insured is required to provide a bond to a health, welfare or pension plan subject to the Employee Retirement Income Security Act of 1974 (ERISA) (hereinafter "the Plan"), the majority of whose beneficiaries are Employees or former Employees of the Insured, the Plan shall be deemed an Insured under this bond for the purposes of Insuring Agreement (A) only and, in addition to all other terms and conditions of this bond, subject to the following:

1. The deductible required by **CONDITIONS AND LIMITATIONS** Section 11. of this bond shall be applicable to a loss suffered by the Plan only after the Plan has received from the underwriter:
 - (a) The lesser of \$500,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered. If the Plan does not hold "employer securities" within the meaning of section 407(d)(1) of ERISA; or
 - (b) The lesser of \$1,000,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered, if the Plan holds "employer securities" within the meaning of section 407(d)(1) of ERISA.
2. Notwithstanding **CONDITIONS AND LIMITATIONS**, Section 3. of this bond, loss suffered by the Plan is covered if discovered during the term of this bond or within one year thereafter, but if discovered during said one year period, the loss payable under this bond shall be reduced by the amount recoverable from any other bond or insurance protecting the assets of the Plan against loss through fraud or dishonesty; and
3. If more than one Plan subject ERISA is an Insured pursuant to this **GENERAL AGREEMENT**, the Insured shall purchase limits sufficient to provide the minimum amount of coverage required by ERISA for each Plan and shall distribute any payment made under this bond to

said Plans so that each Plan receives the amount it would have received if insured separately for the minimum coverage which ERISA required it to have.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ELIMINATE BRANCH OFFICES

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The attached bond does not cover the Insured's offices located at:

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

EXCLUSION OF INDUSTRIAL AGENTS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

The Underwriter shall not be liable under the attached bond on account of any loss or losses through acts or omissions of one or more of the _____ agents of the Insured, and the Underwriter shall not be liable under the attached bond on account of any loss of Property, as defined therein, which such Property is in the possession, custody or control of such agents.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

FRAUDULENT TRANSFER INSTRUCTIONS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. The following INSURING AGREEMENT is added to the bond:

FRAUDULENT TRANSFER INSTRUCTIONS

Loss resulting directly from the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent instruction transmitted to the Insured via telefacsimile, telephone, or electronic mail; provided however that

- (1) The fraudulent instruction purports, and reasonably appears, to have originated from:
 - a. such Customer;
 - b. an Employee acting on instructions of such Customer; or
 - c. another financial institution acting on behalf of such Customer with authority to make such instructions; and
- (2) The sender of the fraudulent instruction verified the instruction with the password, PIN, or other security code of such Customer; and
- (3) The sender was not, in fact, such Customer, was not authorized to act on behalf of such Customer, and was not an Employee of the Insured; and
- (4) The instruction was received by an Employee of the Insured specifically authorized by the Insured to receive and act upon such instructions; and
- (5) For any transfer exceeding the amount set forth in Item 8. of this Rider, the Insured verified the instruction via a call back to a predetermined phone number set forth in the Insured's Written agreement with such Customer or other verification procedure approved in writing by the Underwriter; and
- (6) The Insured preserved a contemporaneous record of the call back, if any, and of the instruction which verifies use of the authorized password, PIN or other security code of the Customer.

2. As used in this Rider, Customer means a natural person or entity which has a Written agreement with the Insured authorizing the Insured to transfer Money on deposit in an account or Certificated Securities in reliance upon instructions transmitted to the Insured via the means utilized to transmit the fraudulent instruction.
3. It shall be a condition precedent to coverage under this Insuring Agreement that the Insured assert any available claims, offsets or defenses against such Customer, any financial institution or any other party to the transaction.
4. The following additional Exclusions are added to the bond applicable only to this **INSURING AGREEMENT**:
 - a. Loss resulting directly or indirectly from a fraudulent instruction if the sender, or anyone acting in collusion with the sender, ever had authorized access to such Customer's password, PIN or other security code; and
 - b. Loss resulting directly or indirectly from the fraudulent alteration of an instruction to initiate an automated clearing house (ACH) entry, or group of ACH entries, transmitted as an electronic message, or as an attachment to an electronic message, sent via the Internet, unless:
 - (1) Each ACH entry was individually verified via the call back procedure without regard to the amount of the entry; or
 - (2) The instruction was formatted, encoded or encrypted so that any alteration in the ACH entry or group of ACH entries would be apparent to the Insured.
5. Liability of the Underwriter under this **INSURING AGREEMENT** shall be a part of, not in addition to, the Aggregate Limit of Liability of this Bond.
6. For purposes of this **INSURING AGREEMENT**, all loss or losses involving one natural person or entity, or one group of natural persons or entities acting together, shall be a Single Loss without regard to the number of entities but arising from the same method of operation shall be deemed to involve the same natural person or entity and shall be treated as Single Loss.
7. The Single Loss Limit of Liability and Single Loss Deductible applicable to loss under this **INSURING AGREEMENT** as set forth in the Declarations.
8. The amount of any single transfer for which verification via a call back will be required is: \$_____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

GINNIE MAE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Except with respect to paragraphs 7 and 8 of this Rider, this Rider takes effect if, but only if, the Government National Mortgage Association (hereinafter "Ginnie Mae") terminates the Insured's right to service mortgages that are owned by Ginnie Mae. Paragraphs 7 and 8 shall be effective when this Rider becomes effective.
2. In the event of such a termination, and where the Insured has failed to file a claim under this bond for a loss sustained prior to the termination set forth in Paragraph 1, including failure to file notice of loss or proof of loss, as the case may be, Ginnie Mae shall have the right to file a claim directly under this bond no later than 10 business days after expiration of the time period that this bond required the Insured to take such action. The notice of loss or proof of loss submitted by Ginnie Mae must be accompanied by:
 - a. Proof of Ginnie Mae's interest in the funds or other Property related to the loss, and
 - b. Proof that Ginnie Mae notified the Insured in writing that if the Insured failed to comply with the notice/proof requirements set forth by the NOTICE/PROOF-LEGAL PROCEEDINGS condition of this bond, Ginnie Mae would take action to comply with the requirements of such condition. Ginnie Mae's notice shall be mailed to the Insured's last address known to Ginnie Mae or the Insured's address of this bond. Proof of mailing shall be sufficient proof of notice.
3. In the event Ginnie Mae provides such notice of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends to pursue a claim for the loss, Ginnie Mae shall have full authority to provide the proof of loss, negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to file the proof of loss, negotiate, settle, file suit or take any other action with respect to the loss. In the event the Insured has provided the notice of loss in compliance with the NOTICE/PROOF LEGAL PROCEEDINGS condition of this bond and Ginnie Mae provides

the proof of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, Ginnie Mae shall have full authority to negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to negotiate, settle, file suit or take any other action with respect to the loss. Any suit shall be filed in the name of the Insured for the benefit of Ginnie Mae.

4. In the event Ginnie Mae provides such notice of loss or proof of loss and the Insured notifies the Underwriter within 10 days of receipt of the notice referred to in paragraph 2.b. above that the Insured intends itself to pursue a claim for the loss, unless otherwise ordered by a court of competent jurisdiction, and subject to Ginnie Mae's rights under paragraph 3., the Insured shall have full authority to negotiate, settle, file suit or take any other action in relation to the loss, but Ginnie Mae shall be a loss payee of any payment for a covered loss along with the Insured as their interests may appear, and any payment shall be made as described in paragraph 5.
5. Any payment of the Insured's loss after such notice of loss or proof of loss provided by Ginnie Mae, or after Ginnie Mae notifies Underwriter and Insured in writing that it claims an interest in any payment due under this bond, shall, at the Underwriter's option, be made by check or draft either (a) jointly payable to the Insured and Ginnie Mae, as their interests may appear, or (b) payable solely to Ginnie Mae, and, in either case, mailed to Ginnie Mae.
6. Nothing in this Rider shall make Ginnie Mae an insured under this bond, nor obligate the Underwriter to pay any loss not suffered by the Insured, nor obligate the Underwriter to pay any loss or any amount which it would not owe had the Insured alone submitted the claim.
7. Should this bond be cancelled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give 30 days written advance notice to Ginnie Mae, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be liable for any damages allegedly caused by its failure to give such notice.
8. Should this bond be cancelled or reduced at the request of the Insured, the Underwriter will endeavor to notify Ginnie Mae in writing of such cancellation or reduction within 10 business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall Underwriter be liable for any damages allegedly caused by its failure to give such notice.
9. Insured and Underwriter agree that Ginnie Mae may obtain a copy of this bond upon written request to the Insured. In addition, upon the request of Ginnie Mae, the Underwriter will confirm whether this bond is in effect and will endeavor to provide information regarding the Limits of Liability, Insuring Agreements and riders of this bond.
10. All notices to be submitted to Ginnie Mae shall be sent to the following address:

11. Except as provided above, this bond remains in full force and effect according to its terms, and the limits of liability, deductibles, and all of its other terms and conditions continue to apply.
12. The Insured agrees that the including of this Rider on the bond is absolute proof of consent by the Insured to allow the Underwriter to comply with the terms of this Rider even when action by the Underwriter in compliance with this Rider may detrimentally affect the Insured's rights with regard to other claims and/or may not be in the best interest of the Insured.
13. This Rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**INSURING AGREEMENT FIDELITY (A) RIDER
("AND" TO "OR" EXCEPT FOR LOANS AND/OR TRADING)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

- 1. INSURING AGREEMENTS, FIDELITY, (A)** is deleted in its entirety and replaced with the following:

FIDELITY

(A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:

- (a) to cause the Insured to sustain such loss; or
- (b) to obtain financial benefit for the Employee or another person or entity.

However, if some or all of the Insured's loss results directly or indirectly from:

- (i) Loans: that portion of the loss involving a Loan is not covered unless the Employee also was in collusion with one or more parties to the loan transactions and has received, in connection therewith, an improper financial benefit with a value of at least \$2500; or
- (ii) Trading: that portion of the loss is not covered unless the Employee also has received, in connection therewith, an improper financial benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including, but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

As used in this Insuring Agreement, loss does not include any employee benefits (including, but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) intentionally paid by the Insured.

- 2. Solely for the purpose of INSURING AGREEMENTS, FIDELITY, (A), as amended by this rider, the following definitions are added to the bond:**

"Loans" means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.

"Trading" means trading or other dealings in securities, commodities, futures, options, swaps, foreign or federal funds, currencies, foreign exchange and the like.

All other terms and conditions of this policy remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

JOINT INSUREDS—WHEN COVERED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. From and after the time this rider becomes effective the Insured under the attached bond are:
2. The first named Insured shall act for itself and for each and all of the Insured for all the purposes of the attached bond.
3. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall for all the purposes of the attached bond constitute knowledge or discovery by all the Insured.
4. If, prior to the termination of the attached bond in its entirety, the attached bond is terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered before the expiration of one year from the time such termination as to such Insured becomes effective.
5. The liability of the Underwriter for loss or losses sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss or losses been sustained by any one of the Insured. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss.
6. If the first named Insured ceases for any reason to be covered under the attached bond, then the Insured next named shall thereafter be considered as the first named Insured for all the purposes of the attached bond.
7. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
8. This rider shall become effective as of 12:01 a.m. on _____.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

JOINT INSURED VARYING DEDUCTIBLE AMOUNTS

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. All references to "Single Loss Deductible" are deleted from the Declarations Page.
2. Subject to the provisions of the attached bond with respect to the Single Loss Limit of Liability and Single Loss Deductible amounts, the Single Loss Deductible shown for each of the following deductible groups applies to each of the Insureds listed within each group.

JOINT INSURED SINGLE LOSS DEDUCTIBLE GROUPS

Group A	Single Loss Deductible \$ _____
Insureds	

Group B	Single Loss Deductible \$ _____
Insureds	

Group C	Single Loss Deductible \$ _____
Insureds	

3. In the event of a loss involving two or more Insureds with different Single Loss Deductibles, the highest Single Loss Deductible applicable to any of the Insureds involved in the loss shall be used.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

MERGER, CONSOLIDATION OR PURCHASE OF ASSETS RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

INSTITUTION: _____

RETROACTIVE DATE: _____
 Month Day Year

This bond does not cover loss sustained by the above named Institution, or loss sustained by the Insured arising from assets acquired from the above named Institution and resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

ECONOMIC AND TRADE SANCTIONS EXCLUSION

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that if any coverage under this bond would be in violation of any applicable economic or trade sanctions, then that coverage will be null and void.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

OMNIBUS NAMED INSURED

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the Insured under this bond is amended to include any interest now or hereafter owned or controlled by the Insured, provided any such interest so included as Insured under this bond by reason of this rider must be 50% or more controlled by the Insured and subject to the provisions of General Agreement A as amended.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

PRIOR DISHONESTY

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the second paragraph of **CONDITIONS AND LIMITATIONS** TERMINATION OR CANCELLATION, Section 12. is deleted in its entirety and replaced with the following:

This bond terminates as to any Employee or any partner, officer or employee of any Electronic Data Processor (a) as soon as any Insured, or any director, partner, member or officer of an Insured who is not in collusion with such person, learns of any dishonest or fraudulent act committed by such person involving a value of more than XXX thousand dollars (\$XXX,XXX) or which occurred within three (3) years from the Insured's discovery or knowledge or which occurred during employment by the Insured, whether or not of the type covered Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person; or (b) 15 days after the receipt by the Insured of a written notice from the Underwriter of its desire to cancel this bond as to such person.

Notwithstanding the foregoing, this bond shall continue to apply with respect to those Employees for whom the Insured has, prior to the inception of this bond, received special agreement from any prior bond insurer for such Employees to be covered under such prior bond.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

RETROACTIVE DATE: _____
 Month Day Year

This bond does not cover loss sustained by the Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**SPECIFIC OPERATIONS OR SERVICES EXCLUSION
(TITLE INSURANCE, ESCROW AGENT, 1031 EXCHANGE,
ARMORED CAR, PAY DAY LENDER OR CASH TRANSFER OPERATIONS)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

Notwithstanding anything in the bond to the contrary, this bond does not cover any loss sustained in the course of the below listed operations by or on behalf of, or services by or on behalf of, any Insured:

- (1) Title Insurance operations or services;
- (2) Escrow Agent operations or services;
- (3) 1031 Exchange operations or services;
- (4) Armored Car operations or services;
- (5) Pay Day Lender operations or services; or
- (6) Cash Transfer operations or services.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

SPECIFIED JOINT INSURED RETROACTIVE DATE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

JOINT INSURED: _____

RETROACTIVE DATE: _____
 Month Day Year

As respects the Joint Insured named above, this bond does not cover loss sustained by the Joint Insured resulting directly or indirectly from acts or events occurring prior to the Retroactive Date noted above.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

TELEFACSIMILE TRANSFER FRAUD RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. The following **Insuring Agreement** is added to the bond:

TELEFACSIMILE TRANSFER FRAUD

Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the Computer Systems Fraud Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

- (1) purports and reasonably appears to have originated from
 - (a) a Customer of the Insured,
 - (b) another financial institution, or
 - (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears;

- (2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it; and

(3) contains the name of a person authorized to initiate such transfer,

provided that, if the transfer was in excess of \$(insert deductible amount), the instruction was verified by a call-back according to a prearranged procedure.

2. Solely with respect the coverage provided by this Rider, **CONDITIONS AND LIMITATIONS, DEFINITIONS, Section 1.** is amended by adding the following definitions thereto:

(i) Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism, and Funds means Money on deposit in an account.

(ii) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.

3. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS, Section 2.** Is amended by adding the following:

The TELEFACSIMILE TRANSFER FRAUD Insuring Agreement does not cover loss resulting directly or indirectly from the assumption of liability by the Insured by contract, unless the liability arises from a loss otherwise covered by the TELEFACSIMILE TRANSFER FRAUD Insuring Agreement and would be imposed on the Insured regardless of the existence of the contract.

4. Solely with respect the coverage provided by this rider, proof of loss for a claim must include a copy of the document reproduced by the Telefacsimile Device.

5. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER, Section 5.** is amended by adding the following thereto:

Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

**TERMINATION OR CANCELLATION SECTION AMENDED RIDER
(CHANGE 60 DAYS TO 90 DAYS)**

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that **CONDITIONS AND LIMITATIONS**, TERMINATION OR CANCELLATION, Section 12. is amended by deleting the words "60 days" and replacing them with the words "90 days".

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

TRADING LOSS RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the attached bond is amended by:

1. deleting the final semicolon of the Trading Loss Exclusion found in the **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2, subsection (i); and
2. adding the following thereto:
"if coverage is carried thereunder, nor shall it apply to **INSURING AGREEMENT (A)** to the extent that the loss covered thereunder does not exceed the sum of _____ Dollars (\$_____). It being understood, however, that such liability shall be part of and not in addition to the Aggregate Limit of Liability stated in Item 4.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

UNCERTIFICATED SECURITIES RIDER

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that:

1. Sub-paragraph (1) of **INSURING AGREEMENTS SECURITIES**, E. Is amended by adding the following sub-paragraph:
 - i. Statement of Uncertificated Security in any book entry form.
2. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS DEFINITIONS**, Section 1. (m) is deleted in its entirety and replaced with the following:

(m) Property means Money, Certificated Securities, Uncertificated Securities of any issuer, Negotiable Instruments, Certificates of Deposit, Documents of Title, Evidences of Debt, Security Agreements, Withdrawal Orders, Certificates of Origin or Title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records whether recorded in Written form or stored on any tangible media, gems, jewelry, precious metals in bars or ingots, (which are collectively the enumerated items of property), and tangible items of personal property which are not hereinbefore enumerated.

All other terms and conditions of this bond remain unchanged.

RIDER

This rider, effective 12:01 AM:

Forms a part of Bond No.:

Issued to:

By:

COMPUTER CRIME COVERAGE

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the following:

**FINANCIAL INSTITUTION BOND
Standard Form No. 25**

In consideration of the payment of the premium for this bond it is hereby understood and agreed that the bond is amended as follows:

1. All the terms and conditions of bond form **XXXX (X/XX)** shall apply to coverage as is afforded by this rider unless specifically stated otherwise herein or in any other rider attached to this bond.
2. **Item 4.** of the **Declarations** is amended by adding the following Insuring Agreements or Coverage:

	Single Loss Limit of Liability	Single Loss Deductible
Computer Systems Fraud	\$XXXXXXXXXX	\$XXXXXXXXXX
Data Processing Service Operations	\$XXXXXXXXXX	\$XXXXXXXXXX
Voice Initiated Transfer Fraud	\$XXXXXXXXXX	\$XXXXXXXXXX
Telefacsimile Transfer Fraud	\$XXXXXXXXXX	\$XXXXXXXXXX
Destruction of Data or Programs by Hacker	\$XXXXXXXXXX	\$XXXXXXXXXX
Destruction of Data or Programs by Virus	\$XXXXXXXXXX	\$XXXXXXXXXX
Voice Computer Systems Fraud	\$XXXXXXXXXX	\$XXXXXXXXXX

3. The following is added to the **Declarations**:

Item ____.

Voice Initiated Transfer Fraud

Under the terms of the Voice Initiated Transfer Fraud Insuring Agreement, the Insured must place verification call-back for each transfer in excess of \$XXXXXXXX

Telefacsimile Transfer Fraud

Under the terms of the Telefacsimile Transfer Fraud Insuring Agreement, the Insured must place a verification call-back for each transfer in excess of \$XXXXXXX

4. The following **Insuring Agreements** are added to the bond:

COMPUTER SYSTEMS FRAUD

- (CS) Loss resulting directly from a fraudulent:

- (1) entry of Electronic Data or Computer Program into, or
- (2) change of Electronic Data or Computer Program within

any Computer System operated by the Insured, whether owned or leased; or any Computer System identified in the application for this bond; or a Computer System first used by the Insured during the bond period; as provided by **General Agreements B**; provided the entry or change causes:

- (i) Property to be transferred, paid or delivered,
- (ii) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or
- (iii) an unauthorized account or a fictitious account to be debited or credited.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

DATA PROCESSING SERVICE OPERATIONS

- (DP) Loss sustained by a Client of the Insured resulting directly from a fraudulent:

- (1) entry of Electronic Data or a Computer Program into, or
- (2) change of Electronic Data or a Computer Program within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement, or
- (3) entry or change of Electronic Data during electronic transmission or physical transit from the Insured to its Client, provided that the entry or change causes:
 - (i) Property to be transferred, paid or delivered,
 - (ii) an account of the Client, or a customer of the Client, to be added, deleted, debited or credited, or

(iii) an unauthorized account or a fictitious account to be debited or credited,

and for which loss the Insured is legally liable to the Client as a provider of data processing services for such Client.

In this Insuring Agreement, fraudulent entry or change shall include such entry or change made by an Employee of the Insured acting in good faith:

- (a) on an instruction from a software contractor who has a written agreement with the insured to design, implement or service programs for a Computer System covered by this Insuring Agreement, or
- (b) on an instruction transmitted by Tested telex or similar means of Tested communication identified in the application for this bond purportedly sent by a customer, financial institution or automated clearing house.

In this Insuring Agreement, Client means an entity for which the Insured serves as data processor under the terms of a written agreement.

VOICE INITIATED TRANSFER FRAUD

(VI) Loss resulting directly from the Insured having, in good faith, transferred Funds from a Customer's account through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent voice instruction transmitted by telephone which was purported to be from:

- (1) an officer, director, partner or employee of a Customer of the Insured who was authorized by the Customer to instruct the Insured to make such transfer,
- (2) an individual person who is a Customer of the Insured, or
- (3) an Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds,

and was received by an Employee of the Insured specifically designated to receive and act upon such instructions, but the voice instruction was not from a person described in (1), (2) or (3) above, provided that:

- (i) such voice instruction was electronically recorded by the Insured and required password(s) or code word(s) given; and
- (ii) if the transfer was in excess of the amount shown in paragraph 3. of this rider, as the verification call-back amount for this Insuring Agreement, the voice instruction was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on voice instructions to initiate transfers and has provided the Insured with the names of

persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

TELEFACSIMILE TRANSFER FRAUD

(TT) Loss resulting directly from the Insured having, in good faith, transferred or delivered Funds, Certificated Securities or Uncertificated Securities through a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement in reliance upon a fraudulent instruction received through a Telefacsimile Device, and which instruction:

(1) purports and reasonably appears to have originated from:

- (a) a Customer of the Insured,
- (b) another financial institution, or
- (c) another office of the Insured

but, in fact, was not originated by the Customer or entity whose identification it bears, and

(2) contains a valid test code which proves to have been used by a person who was not authorized to make use of it, and

(3) contains the name of a person authorized to initiate such transfer;

provided that, if the transfer was in excess of the amount shown in paragraph 3. of this rider as the verification call-back amount for this Insuring Agreement, the instructions was verified by a call-back according to a prearranged procedure.

As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured authorizing the Insured to rely on Telefacsimile Device instructions to initiate transfers and has provided the Insured with the names of persons authorized to initiate such transfers, and with which the Insured has established an instruction verification mechanism.

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

(DDH) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists

as is reasonable necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

(DDV) Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the **COMPUTER SYSTEMS FRAUD** Insuring Agreement if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Company shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability. Insured shall not incur such costs without Underwriter's prior written consent, which consent shall not be unreasonable withheld or delayed.

All amounts payable under this Insuring Agreement will be specifically excess of, and will not contribute with any other valid and collectible cyber insurance.

Special Condition: Under this Insuring Agreement, "Single Loss" means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate "Single Loss."

VOICE COMPUTER SYSTEM FRAUD

(VCS) Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account Code or System Password required to obtain access to a Voice Computer System owned or leased by the Insured, installed on the Insured's premises, whose System

Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

Special Condition: Under this Insuring Agreement, "Single Loss" means loss resulting from toll call charges made only on telephone lines directly controlled by one Voice Computer System and only toll call charges occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charge was made.

5. GENERAL AGREEMENTS A. is deleted in its entirety and replaced with the following:

**ADDITIONAL OFFICES OR EMPLOYEES OR COMPUTER SYSTEMS
— CONSOLIDATION, MERGER OR PURCHASE OF ASSETS OR COMPUTER
SYSTEMS**

- A.** If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities or computer systems of, another institution, such offices and computer systems shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities or computer systems of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (a)** has occurred or will occur in offices or premises or computer systems, or
- (b)** has been caused or will be caused by an employee or employees of such institution, or
- (c)** has arisen or will arise out of the assets or liabilities or computer systems acquired by the Insured as a result of such consolidation, merger or purchase of assets or liabilities or computer systems unless the Insured shall:
 - (i)** give the Underwriter written notice of the proposed consolidation, merger or purchase of assets or liabilities or computer systems prior to the proposed effective date of such action; and
 - (ii)** obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises or computer systems, Employees and other exposures; and

(iii) upon obtaining such consent, pay to the Underwriter an additional premium.

6. Solely with respect to the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, "Property" is amended to include Electronic Data and Computer Programs.

7. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS**, DEFINITIONS, Section 1. is amended by adding the following definitions thereto:

- (i) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the System.
- (ii) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (iii) Computer System means:
 - (1) computers with related peripheral components, including storage components wherever located;
 - (2) systems and applications software;
 - (3) terminal devices; and
 - (4) related communication networks, including the internet by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (iv) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (v) Funds means Money on deposit in an account.
- (vi) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity allowed by a hardware or software-based System option that has been incorporated by a manufacturer or vendor into a System or any component thereof provided said System option is not intended for the sole use of such manufacturer or vendor.
- (vii) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
- (viii) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.
- (ix) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
- (x) Tested means a method of authenticating the contents of a communication by placing a valid test key on it which has been agreed upon by the Insured and a customer,

automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.

(xi) Uncertificated Security means a share, participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:

- (1) not represented by an instrument and the transfer of which is registered upon books maintained for that purpose by or on behalf of the issuer;
- (2) of a type commonly dealt in securities, exchanges or markets; and
- (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

(xii) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.

8. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, EXCLUSIONS**, Section 2. is amended by adding the following exclusions thereto:

- (i) any loss of the type or kind covered by any other Insuring Agreement provided in this bond, regardless of any deductible amount or limit of liability;
- (ii) loss caused by a director or Employee of the Insured or by a person in collusion with any director or Employee of the Insured; (Collusion shall include the willful withholding of knowledge from the Insured by any director or Employee that a fraudulent act by a person not an Employee has been or will be perpetrated against the Insured.);
- (iii) loss resulting directly or indirectly from entry or change Computer Programs in a Computer System, unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (iv) loss resulting directly or indirectly from the Insured having transferred Funds in reliance on the validity of a voice instruction, unless covered under the **COMPUTER SYSTEMS FRAUD** or **VOICE INITIATED TRANSFER FRAUD** Insuring Agreements;
- (v) loss resulting directly or indirectly by the Insured having transferred or delivered Funds, Certificated Securities or Uncertificated Securities in reliance on an instruction received through a Telefacsimile Device, unless covered under the **TELEFACSIMILE TRANSFER FRAUD** Insuring Agreement;
- (vi) loss resulting directly or indirectly from theft of confidential information;
- (vii) loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider

and would be imposed on the Insured regardless of the existence of the contract;

- (viii) the cost of duplication of Electronic Data or Computer Programs, unless covered under the **DESTRUCTION OF DATA OR PROGRAMS BY HACKER** or **DESTRUCTION OF DATA OR PROGRAMS BY VIRUS** Insuring Agreements;
- (ix) loss involving a Voice Computer System, unless covered under the **VOICE COMPUTER SYSTEM FRAUD** Insuring Agreement;
- (x) loss resulting directly or indirectly from:

- (1) written instructions or advices, or
- (2) telegraphic or cable instructions or advices;

unless the instructions or advices are Tested and the loss is covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;

- (xi) loss resulting directly or indirectly from negotiable instruments, securities, documents or other written instruments which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (xii) loss resulting directly or indirectly from the fraudulent preparation, or fraudulent modification of Computer Programs unless covered under the **COMPUTER SYSTEMS FRAUD** or **DATA PROCESSING SERVICE OPERATIONS** Insuring Agreements;
- (xiii) loss resulting directly or indirectly from:
 - a. mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System; or
 - b. failure or breakdown of electronic data processing media; or
 - c. error or omission in programming or processing;

(xiv) loss as a result of a threat to Computer System operations;

(xv) loss resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card to gain access to the Insured's Voice Computer System;

(xvi) loss resulting directly or indirectly from the input of Electronic Data into a Computer System terminal device either on the premises of a customer of the Insured or under the control

of such customer by a person who had authorized access to the customer's authentication mechanism;

(xvii) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason;

(xviii) loss of potential income, including but not limited to interest and dividends;

(xix) loss of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this bond;

(xx) any fees, costs and expenses incurred by the Insured;

(xxi) indirect or consequential loss of any nature;

(xxii) loss involving automated mechanical devices which on behalf of the Insured, disburse money, accept deposits, cash checks, drafts or similar written instruments, or make credit card loans;

(xxiii) loss due to riot or civil commotion or loss due to military, naval or usurped power, war or insurrection;

(xxiv) loss resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity; provided, however, that this exclusion shall not apply to loss resulting from industrial uses of nuclear energy; and

(xxv) loss as a result of a threat

- 1) to do bodily harm to any person;
- 2) to do damage to the premises or property of the Insured; or
- 3) to Computer Systems operations;

9. Solely with respect the coverage provided by this rider, **CONDITIONS AND LIMITATIONS, NOTICE/PROOF—LEGAL PROCEEDINGS AGAINST UNDERWRITER**, Section 5. is amended by adding the following thereto:

- (g) Proof of loss for claim under the Voice Initiated Transfer Fraud Insuring Agreement must include electronic recordings of such voice instructions and the verification call-back, if such call-back was required.
- (h) Proof of loss for claim under the Telefacsimile Transfer Fraud Insuring Agreement must include a copy of the document reproduced by the Telefacsimile Device.

All other terms and conditions of this bond remain unchanged.

SERFF Tracking #:

REGU-130232463

State Tracking #:

Company Tracking #:

BHSIC-FIF-15

State:

District of Columbia

Filing Company:

Berkshire Hathaway Specialty Insurance Company

TOI/Sub-TOI:

23.0 Fidelity/23.0000 Fidelity

Product Name:

Financial Institution Fidelity

Project Name/Number:

Financial Institution Fidelity - New Program Filing/BHSIC-FIF-15

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	All forms submitted achieve Flesch scoring requirements.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	1 - FA Letter - BHSIC.pdf
Item Status:	
Status Date:	



Berkshire Hathaway
Specialty Insurance

LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC ("IRC") has been given authorization to submit filings on behalf of the insurance company listed below ("Company") consistent with the agreements between the parties and their affiliates, both written and oral.

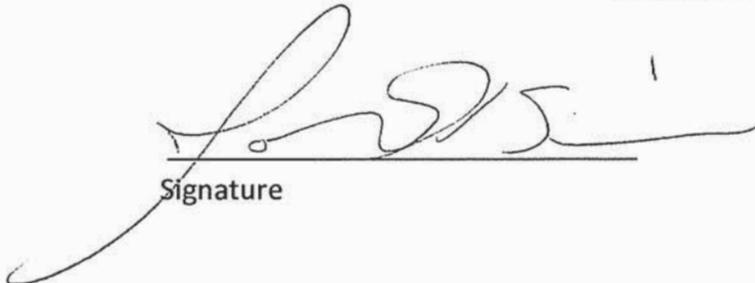
This authorization extends to all correspondence regarding these filings.

Berkshire Hathaway Specialty Insurance Company
Company Name

22276
NAIC Number

FINANCIAL INSTITUTION FIDELITY

Project/Subject/Program



Signature

May 18, 2015
Date

John C. Skinner, Esquire
Name

VP – Assistant General Counsel
Title

(617) 936-2929
Telephone Number

John.Skinner@BHSpecialty.com
Email Address